



CITY COMMISSION REGULAR MEETING AGENDA

MONDAY, APRIL 27, 2020 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.](#) Major Project Schedule Update

Attachments: [Major Project Schedule Update](#)

INFORMATIONAL AGENDA

200. Not Used

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.](#) Winter Springs Youth Council Application

Attachments: [Winter Springs Youth Council Application](#)

[301.](#) Advisory Selection Committee Recommendation for RFP #01-20 LR "Portable Belt Press"

Attachments: [RFP #01-20 LR "Portable Belt Press"](#)
[Charter Machine Company Proposal](#)
[Sandling Industrial Services, Inc. Proposal](#)

302. Approval of Minutes from the Monday, April 13, 2020 City Commission Regular Meeting

Attachments: [Minutes](#)

PUBLIC HEARINGS AGENDA

[400.](#) Second Reading of Ordinance 2020-02 Amending Chapter 20 Zoning Related Town Center District Code along with State Road 434 and Tuskawilla Road Corridors.

Attachments: [Ordinance 2020-02](#)
[Legal Advertisement](#)
[Transect Map](#)

REGULAR AGENDA

500. Not Used

REPORTS

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

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.

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*.



AWARDS AND PRESENTATIONS AGENDA ITEM 100

CITY COMMISSION AGENDA | APRIL 27, 2020
REGULAR MEETING

TITLE

Major Project Schedule Update

SUMMARY

At the April 13th City Commission Meeting, the City Commission requested Staff to prepare an outline of the critical paths for completing 2020/2021 major initiatives. Included herein are essential City projects for the next 24 months. Grant charts describe the elements and an estimated timing for completion. The focus of this list is on “quality of life” improvements for residents and not intended to be a compressive list of all future projects for this time-period.

RECOMMENDATION

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

2020/2021 Major City Projects Schedule

Project Title	2020												2021											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
SR 434 East - Traffic Safety Study																								
Task 1: Meetings																								
Task 2: Data Collection																								
Task 3: Safety Analysis																								
Task 4: Intersection Operations Analysis																								
Task 5: Report Documentation																								
SR 434 West - Traffic Safety Study																								
Task 1: Meetings																								
Task 2: Data Collection																								
Task 3: Safety Analysis																								
Task 4: Intersection Operations Analysis																								
Task 5: Report Documentation																								
Citywide Network Safety Screening																								
Task 1: Meetings																								
Task 2: Document Review and Data Collection																								
Task 3: Safety Analysis and Countermeasures Crash Analysis Risk Factor Assessment Initial Priority Locations Countermeasure Toolbox																								
Task 4: Documentation																								
Arbor Ordinance																								
Task 1: Data Collection																								
Task 2: Commission Report / Draft																								
Task 3: 1st Reading																								
Task 4: 2nd Reading																								
Mobile Food Ordinance																								
Task 1: Data Collection																								
Task 2: Commission Report / Draft																								
Task 3: 1st Reading																								
Task 4: 2nd Reading																								
Comp Plan Amendments																								
Task 1: Data Collection																								
Task 2:																								
Task 3:																								
Task 4:																								
Water System Improvements																								
Task 1: Hydraulic Model & Flushing																								
Task 2: WTP 1 Well Inspection																								
Task 3: WTP 1 pH Adjustment Test																								
Task 4: WTP 1 New Chemical Point																								
Task 5: Water Quality Study																								
Task 6: Risk Assessment																								
Task 7: WTP 3 Power Reliability																								
Task 8: WTP 2 Power Reliability																								
Waste Water Improvements																								
Task 1: Existing Plant Screens																								
Task 2: Existing Plant Belt Press																								
Task 3: Existing Plant Repairs																								
Task 4: Infiltration Basin Repairs																								
Task 5: Tuskawilla Crossing Reuse																								
Task 6: WW Facilities Plan																								
Task 7: Master Plan																								

■ Design, State Approval, and Bid
■ Implementation or Construction

2020/2021 MAJOR CITY PROJECTS SCHEDULE

PROJECT NAME	START DATE	COMMISSION REPORT/DRAFT	1ST READING	2ND READING
Traffic Study – SR 434 East	February 1, 2020	August 10, 2020		
Traffic Study – SR 434 West	August 1, 2020	January 4, 2021		
Citywide Network Safety Study	February 1, 2021	September 6, 2021		
Arbor Ordinance	April 1, 2020	May 11, 2020	July 13, 2020	August 10, 2020
Mobile Food Ordinance	April 20, 2020	May 11, 2020	July 13, 2020	August 10, 2020
Comp Plan Amendments	July 13, 2020			
Water System Improvements	May 1, 2020	Attachment C		
Waste Water Improvements	May 1, 2020	Attachment C		



CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | APRIL 27, 2020
REGULAR MEETING

TITLE

Winter Springs Youth Council Application

SUMMARY

At the March 9th City Commission Meeting, the City Commission passed Resolution 2020-01 to create an ad-hoc Winter Springs Youth Council to advise and make appropriate recommendations to the City Commission regarding issues of special interest to youths within the City and to identify and organize appropriate youth-led community initiatives, programs or events as the Youth Council deems fit.

Staff has created a separate application from the regular Boards and Committees Application for the Winter Springs Youth Council. The application requests general student information including their date of birth, grade, and school for eligibility reasons. The application also requires applicants to answer four short answer questions and provide two letters of recommendation from a teacher, counselor, parents (home schooled students), or coach.

Recommendation

Staff recommends the City Commission review and approve the Winter Springs Youth Council Application.



CITY OF WINTER SPRINGS, FLORIDA

YOUTH COUNCIL APPLICATION

About the Winter Springs Youth Council

The Winter Springs Youth Council (WSYC) is an ad-hoc advisory board that provides appropriate recommendations to the City Commission regarding issues of special interest to youths within the City. The Winter Springs Youth Council shall consist of no more than twelve and no fewer than six members. WSYC responsibilities include:

- To make recommendations to the City Commission on matters affecting youth in the City;
- To increase and make recommendations regarding increasing youth participation and involvement in local government;
- To seek and recommend ways to improve communication with students in area schools;
- To organize and perform service projects, events or functions that benefit the City of Winter Springs community, subject to approval of the City Manager;
- To recommend the creation of recognition programs for youth; and
- To perform any other youth-related matters assigned by the City Commission or City Manager.

Member & Term Requirements

Winter Springs Youth Council requirements include:

- Resident of the City of Winter Springs for a minimum of six months preceding appointment and shall maintain said residency during their term
- Between the ages of 14 and 18 years old
- Enrolled in high school or entering high school, which may be a public school, private school, or home school

Members shall serve terms one year in length and may reapply each year of enrollment in high school. Members shall be appointed on or before August 1 of each year. Members shall be automatically removed for lack of attendance at three consecutive, regularly scheduled meetings or failure to attend at least two-thirds of the regularly scheduled meetings during a calendar year.

Members of the Winter Springs Youth Council are considered Public Officers of the City of Winter Springs. Members are required to conduct themselves in a professional manner at all times.

As Public Officers, members are required to abide by the [Code of Ethics for Public Officers](#), and the [Florida Sunshine Law](#), which pertain to members if appointed to the Winter Springs Youth Council. If appointed it is the member's sole obligation and duty to comply with such laws.

Applicant Information

Applicants for the Youth Council may be requested to interview with the respective appointing City Commissioner or Mayor and the staff liaison. Please return completed applications to the City of Winter Springs Winter Springs Youth Council Coordinator, Brooke Rissi, at 1126 East State Road 434, Winter Springs, FL 32708 or email to brissi@winterspringsfl.org.

Full Name

Date of Birth

Street Address

Apt/Unit Number

City

State

Zip Code

Phone Number

Email Address

2020/2021 School Year Grade

School Name (If home schooled, write "Home Schooled")

Are you able to attend meetings and activities of Youth Council for one year?

Yes No

Do you have reliable transportation to meetings and activities?

Yes No

Are you in good academic standing?

Yes No

Please list all activities that you participate in during the school year. Include sports, employment, school groups, community service, and extra-curriculum activities.

Short Answer Questions

You may include additional pages to complete answers if necessary.

1. Why do you wish to serve on the Winter Springs Youth Council? What do you hope to gain by this experience?

2. What are the most important issues to you, your friends, and your family concerning our community?

3. What characteristics or skills do you possess that make you a great representative?

4. Describe past experiences that have prepared you for this leadership role.

Letters of Recommendation

Please submit two (2) letters of recommendations from a teacher, counselor, parent (home schooled students), or coach.

Parent/Legal Guardian Agreement

I give my permission for the above named applicant to seek a position on the City of Winter Springs Youth Council and I have read and understand the commitments required for the Council.

Printed Name

Phone Number

Email Address

Relationship to Student

Parent/Legal Guardian Signature

Date

Commitment Statement

I understand that being a member of the City of Winter Springs Youth Council carries certain responsibilities. I agree to conduct myself in a professional manner as a representative of my City.

You hereby represent to the City of Winter Springs under penalties of perjury that the information provided herein is true and accurate to the best of your knowledge and the City of Winter Springs has the right to rely on that information.

You hereby acknowledge that you must abide by the [Code of Ethics for Public Officers](#), and the [Florida Sunshine Law](#), which pertain to you if you are appointed to the Winter Springs Youth Council. If appointed it is your sole obligation and duty to comply with such laws.

Student Signature

Date



CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | APRIL 27, 2020
REGULAR MEETING

TITLE

Advisory Selection Committee Recommendation for RFP #01-20 LR "Portable Belt Press"

SUMMARY

A trailer mounted (portable) belt press is needed to be purchased for removing solids from the treated wastewater at each of the City's two wastewater treatment plants. A belt press separates water from the solids by using a series of belts and rollers that process, transfer, and compress the solids to separate them from the water. Once the solids are dewatered, they are disposed into a truck and hauled to a compost facility where they are converted into a beneficial garden product.

Request for Proposal (RFP) #01-20 LR for a Portable Belt Press was advertised from February 7, 2020 - March 6, 2020.

The RFP outlined the equipment specifications, submittal requirements, and evaluation criteria (Attachment 1). A total of two submittals were received from Charter Machine Company (Attachment 2) and Sandling Industrial Services, Inc. (Attachment 3).

Three (3) quotes were obtained from Kusters Water, JWC Environmental, and Parkson Corporation for four (4) fine influent static screens. The lowest cost for these services is \$134,670 (Kusters Water), and has been appropriated in the FY2020 capital budget in the Utility Enterprise Fund.

A Selection Committee comprised of City, CPH, and Veolia staff met on April 22, 2020 and evaluated the two portable belt press proposals based on the following criteria:

- A. Proposed Equipment and Condition of Equipment (45%)
- B. Bid Price (40%)
- C. Proposer's Experience (15%)

The Selection Committee ranked the responses to RFP #01-20 LR and selected Charter Machine Company as the highest scoring Proposer. The Selection Committee is recommending Charter Machine Company be awarded a contract in the amount of \$429,000 for the purchase of one (1) portable belt press.

Recommendation

The City's Advisory Selection Committee for RFP #01-20 LR recommends the City Commission award a contract to Charter Machine Company in the amount of \$429,000 plus a 5% contingency (total authorization of \$450,450) for the purchase of one (1) portable belt press to be utilized at the City's wastewater treatment plants for dewatering of solids. This purchase will be funded from the FY20 Utility Enterprise Fund. Additionally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.



City of Winter Springs, Florida

REQUEST FOR PROPOSAL

RFP #01-20 LR

for

Portable Belt Press

February 2020

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

INDEX TO PROJECT MANUAL

City of Winter Springs

Portable Belt Press

Request for Proposal RFP #01-20 LR

February 2020

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SECTION 00020

ADVERTISEMENT

REQUEST FOR PROPOSALS

Proposals are hereby solicited by the City of Winter Springs, Florida for:

Portable Belt Press

Request for Proposal RFP #01-20 LR

Proposals must be received by March 6, 2020 at 2:00 P.M. at the City of Winter Springs, City Hall, 1126 East S.R. 434, Winter Springs, FL 32708.

Bid opening will be on March 6, 2020 at 2:30 P.M. at City of Winter Springs, City Hall, 1126 East S.R. 434, Winter Springs, FL 32708.

The RFP Documents may be downloaded from DemandStar and from the City's website at the following link:

http://www.winterspringsfl.org/EN/web/gov/bids_purchasing.htm

Proposals are requested for Equipment generally described as a Trailer Mounted Belt Press, to be located in Winter Springs, FL. Press shall include a trailer mounted 1.5 to 1.7 meter wide belt press, complete with controls, hydraulics, polymer feed system, sludge feed pump, sludge cake conveyor capable of loading into a tractor trailer and must conform to the specifications included in Appendix A Scope of Work. Equipment may be "used" but be less than 10 years old from date of manufacturing. Equipment must be in complete/fully operational condition ready to operate upon delivery.

All questions regarding the RFP must be directed to Holly Queen, City Controller by e-mail to hqueen@winterspringsfl.org.

The City of Winter Springs reserves the right to reject any or all bids, with or without cause, to waive technicalities and minor irregularities, or to accept the bids which, in its judgment best serves the interest of the City.

Table 1 - Procurement Schedule

NO.	ACTIVITY	DATE
1	Issue RFP	February 7, 2020
2	Last Date for City to Receive Questions on RFP	February 27, 2020
3	Last Date for City to Issue Addendum in Response to Questions	March 2, 2020
4	Proposal Submission Due Date	March 6, 2020

SECTION 00100

INSTRUCTIONS TO PROPOSERS

1. GENERAL

1.1 Project Identification

Proposals are requested for Equipment generally described as a Trailer Mounted Belt Press, to be located in Winter Springs, FL. Press shall include a trailer mounted 1.5 to 1.7 meter wide belt press, complete with controls, hydraulics, polymer feed system, sludge feed pump, and sludge cake conveyor capable of loading into a tractor trailer and conform to the specifications included in Appendix A Scope of Work. Equipment may be “used” but be less than 10 years old from date of manufacturing. Equipment must be in complete/fully operational condition and ready to operate upon delivery.

1.2 RFP Documents

A. Definition

RFP Documents consist of this Request for Proposal, including Appendix A (Scope of Work).

B. Copies of Documents, including any Addenda issued prior to receipt of proposals

The RFP documents are only available in PDF format and can be downloaded from DemandStar and from the City website. No partial sets of the RFP Documents will be issued. Complete sets of RFP Documents shall be used in preparing bids; the OWNER will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

C. Questions

Any Proposer who is in doubt as to the true meaning of any part of the RFP Documents, or finds a discrepancy or omission therein, may submit to the City Controller an email request to hqueen@winterspringsfl.org for an interpretation or correction. Any interpretation, correction or change of the RFP Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections and changes. All questions must be submitted, in writing, on or before February 27, 2020.

D. Addenda

Addenda will be issued via DemandStar and the City website. All Addenda issued during the proposal period shall form a part of the Contract Documents, shall be covered in the proposal, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Price Form; failure to do so may subject the Proposer to disqualification. It shall be the Proposer’s responsibility to ensure that they have received all Addenda prior to

submitting a proposal. The OWNER shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other source.

1.3 Examination of Documents and Acceptance of Conditions

Before submitting a Proposal, Proposers shall carefully examine the RFP Documents to fully inform themselves of all existing conditions and limitations. Each Proposer, by submitting his Proposal, represents that he has so examined the RFP Documents, that he understands the provisions of the RFP Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Each Proposer, by submitting his Proposal, further represents and agrees that all equipment shall conform to the requirements in the RFP Documents and be provided in accordance with the contract documents and in the manner prescribed herein.

1.4 Proposal Procedure

A. Form of Proposal

1. Proposals shall include the following documents electronically in PDF format:
 - a. **Completed and Signed Bid Price Form and Mandatory Proposal Forms**
 - b. **Proposed Design Information**. Provide detailed design information about the proposed portable belt press, including items such as: manufacturer's product data, materials of construction, drawings, renderings, photographs, warranty and any other pertinent information to clearly convey to OWNER the proposed products.
 - c. **Proposer's Experience Summary**. Provide a summary of the Proposer's company and its experience performing similar work on portable belt presses. Also provide a minimum of three references, including name, organization, position, e-mail, and phone number.
 - d. **Equipment Delivery Date (Listed on Bid Price Form)**
2. Each Proposal shall include a completed Bid Price Form included in the RFP Documents. The Proposer is not permitted to make changes in the Bid Price Form provided. The Proposer shall fill in spaces on the Bid Price Form by a PDF editor, manually in ink, or typewriter.
3. The Proposer must fill in all relevant blank spaces on the Bid Price Form. Where so indicated by the makeup of the Bid Price Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern. In case of discrepancy between the Unit Price and the Total Amount, the Unit Price shall govern.

4. The completed Bid Price Form shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid Price Form shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

B. Submission of Proposals

The Proposal shall be enclosed in a **sealed** opaque envelope. This envelope shall be addressed to:

City of Winter Springs
Attn: Holly Queen
1126 East State Road 434
Winter Springs, FL 32708

The Front of Envelope must be marked **RFP #01-20 LR** and shall be identified with the Proposer's name and address.

1. Proposals shall include three (3) copies of the following documents in one sealed envelope:
 - a. **Completed and Signed Bid Price Form and Mandatory Proposal Forms**
 - b. **Proposed Design Information**. Provide detailed design information about the proposed portable belt press, including items such as: manufacturer's product data, materials of construction, drawings, renderings, photographs, and any other pertinent information to clearly convey to OWNER the proposed products.
 - c. **Proposer's Experience Summary**. Provide a summary of the Proposer's company and its experience performing similar work on portable belt presses. Also provide a minimum of three (3) references, including name, organization, position, e-mail, and phone number.
 - d. **Equipment Delivery Date (Listed on Bid Price Form)**
2. Proposals shall be submitted to the designated location prior to the time and date for receipt of proposals indicated in the RFP Documents or any extension thereof made by Addendum. Proposals received after the time and date deadline for receipt will be returned unopened to the person or firm submitting the Proposal.
3. The Proposer shall assume full responsibility for timely delivery of his Proposal to the designated location.

4. **PARTIES DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S FINANCE DIRECTOR, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE FINANCE DIRECTOR. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COMMISSION, MEMBERS OF THE SELECTION COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.**

5. Modification and Withdrawal

1. Proposals may not be modified after submittal.
2. Proposals may be withdrawn at any time prior to the deadline by written request to the OWNER.
3. If a Contract is not awarded within 60 calendar days after the Proposal deadline, a Proposer may file a written request with the OWNER for the withdrawal of his Proposal.

6. Proposal Disclosure; Florida Public Records Law

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the Respondent believes any of the information contained in its response is exempt from the Public Records Law, the Respondent must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City, or any of its duly authorized representatives, any books, documents, papers, and records of the Respondent which are directly pertinent to any contract awarded under this RFP for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the contract awarded under this RFP and all other pending matters are closed by the City.

All materials submitted in response to this RFP shall become property of the City. The City has the right to use any or all information/material submitted. Disqualification of a Respondent does not eliminate this right.

7. Acceptance or Rejection of Proposals

Basis for Acceptance

The City and/or an appointed selection committee will evaluate the Proposals to prepare a recommendation to the Commission for award of the contract. The City, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all Proposals, including any portion thereof, to award to a single Respondent or to divide the award between Respondents, and to reject all Proposals and/or re-solicit in whole or in part. The City further reserves the right, in its sole discretion, to award a contract to the Respondent (or Respondents) whose Proposal best serves the interests of the City. When an offer appears to contain an obvious error or otherwise where an error is suspected, the circumstances may be investigated and then be considered and acted upon. Any action taken shall not prejudice the rights of the public or other Respondents. Where offers are submitted substantially in accordance with the RFP but are not entirely clear as to intent or to some particular fact or where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, no change in pricing occurs. The purpose of seeking clarification is to clarify existing information, not to allow additional information to be added.

The City reserves the right to recommend an award to one or multiple respondents related to this RFP, if it is deemed to be in the best interest of the City to do so.

Basis for Rejection

In soliciting offers, any and all offers received may be rejected in whole or in part. Basis for rejections shall include, but not be limited to the following:

- The offer being deemed unsatisfactory as to quantity, quality, delivery, delivery date, price or service offered.
- The offer not complying with conditions of the RFP or with the intent of the proposed contract.
- Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received.
- Error in specifications or indication that revision would be to the City's advantage.
- Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed.
- Limitation or lack of available funds.
- Circumstances that prevent determination of the lowest responsible or most advantageous offer.
- Any other determination that rejection would be in the best interest of the City.

The City reserves the right to reject any and all Proposals. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other Proposals.

1.5 Consideration of Proposals and Basis of Award

A. Basis of Award

1. Proposals shall consist of three parts: 1) Completed and Signed Bid Price Form and Mandatory Proposal Forms; 2) Proposed Equipment Information; and 3) Proposer's Experience Summary. **After receipt of Proposals, the OWNER will evaluate the Proposals and award the Contract to the highest scoring Proposer based on the following criteria:**
 - a. Proposed Equipment and Condition of Equipment (45%)
 - b. Bid Price (40%)
 - c. Proposer's Experience (15%)

OWNER may request additional information from a Proposer on any aspect of the project to assist with OWNER's evaluation.

1.6 Notice of Award

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying the contractor that its Proposal has been selected, the successful Proposer shall execute the Agreement.

1.7 Proposer's Interest in More Than One Proposal

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Proposal for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Proposer or who has quoted prices on materials to a Proposer is not hereby disqualified from submitting a sub-bid or quoting prices to other Proposers.

1.8 Employment and Wage Requirements

The Proposer's attention is directed to the conditions of employment to be observed and minimum wage rates and all other laws and rules under the Florida State /US Federal Statutes as it pertains to employment.

1.9 Subcontracts

Proposer's attention is directed to Florida State Statutes, Chapter 455.228, which describes the enforcement proceedings regarding the use of unlicensed professionals.

1.10 Certificates and Licenses

Proposers must be qualified under Florida Law to perform the Contract work required and upon request must present a copy of the license(s) required to perform the work.

1.11 Florida Statutes, Section 287.133(3)(a) - Public Entity Crimes

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

1.12 Cone of Silence/Lobbying

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

A lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bid/proposers, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

1.13 Prohibition on Gifts to City Employees and Officials

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

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

1.14 Brand Names

BRAND NAMES: If items called for by this RFP have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bid/proposals/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City to meet fully the salient characteristic requirements listed in the specifications.

Unless the proposer clearly indicates in his bid/proposal that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

If the proposer proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bid/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City and will be based on information furnished by the proposer. The applicable City Department is not responsible for locating or securing any information which is not identified in the bid/proposal. To ensure that sufficient information is available, the proposer shall furnish as a part of the bid/proposal any descriptive material necessary for the City to determine whether the product offered meets the specifications, to establish exactly what the proposer proposes to furnish and the City would be purchasing by making an award.

1.15 Discrimination

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

END OF SECTION

**SECTION 00300
MANDATORY PROPOSAL FORMS**

(Mandatory Forms must be submitted with the proposal. Failure to submit forms may disqualify the proposer from the RFP.)

BID PRICE FORM

1. GENERAL

1.1 Description

The following Bid Price is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid Price is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Address:

Contact Name:

Contact Phone Number:

Contact E-Mail Address:

1.2 The Undersigned:

A. Acknowledges receipt of:

1. Request for Proposal for Portable Belt Press dated February 2020
2. Addenda:

Number _____, dated _____.

Number _____, dated _____.

B. Has examined all RFP Documents and understands that in submitting his Bid Price, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid Price open for **60** calendar days after the bid opening date. During this time, vendor may not sell the equipment to any other person or entity. I agree to furnish the goods and/or services specified in the Request for Proposal at the prices or rates quoted in my responsive bid/proposal.
2. To accept the provisions of the Instructions to Proposers
3. To receive a City Purchase Order issued to the OWNER at the submitted Bid Price
4. To accomplish the work in accordance with the contract documents.
5. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

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

1.3 Stipulated Amount

A. Base Bid Price

I will provide the equipment under this project for a Total Base Bid Price Amount of:

_____ Dollars

(\$ _____).

The Proposer hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials, supports, trucking, delivery, insurance, licensing, permits, and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the contract work at the unit prices set forth below. The Proposer shall be paid for actual quantities completed in accordance with the Contract Documents. The following is the order of precedence which will be used in case of conflicts within the Bid Schedule provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.4 Proposal Schedule

A. Proposals shall include the following documents:

1. **Completed and Signed Bid Price Form and other Mandatory Forms in this Section**

2. **Proposed Design Information.** Provide detailed design information about the proposed portable belt press, including items such as: manufacturer's product data, materials of construction, drawings, renderings, photographs, and any other pertinent information to clearly convey to OWNER the proposed products.
3. **Proposer's Experience Summary.** Provide a summary of the Proposer's company and its experience performing similar work on portable belt presses. Also provide a minimum of three references, including name, organization, position, e-mail, and phone number.
4. **Equipment Delivery Date**

1.5 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this ____ day of _____, 2020.

Proposer

By: _____ Title _____

Winter Springs Portable Belt Press BID FORM

#	Item	Quantity	Total Price
1	Portable Belt Press	1	
	Total =		
	(Price in words)		
2	Alternate Proposal Portable Belt Press (Optional)	1	
	Total =		
	(Price in words)		

Delivery Date of Equipment from Issuance of Purchase Order: _____ Days
(May not exceed 90 calendar days.)

Company: _____

Name: _____

Phone: _____

Address: _____

Signature: _____

Date/Time: _____

If there are any questions, please submit in writing to hqueen@winterspringsfl.org. **ALL BIDS ARE DUE NO LATER THAN March 6, 2020 AT 2:00 PM. ANY BID RECEIVED AFTER THIS DEADLINE WILL BE CONSIDERED NON-RESPONSIVE. ALL BIDS ARE TO BE DELIVERED TO CITY OF WINTER SPRINGS, CITY HALL, 1126 EAST S.R. 434, WINTER SPRINGS, FL 32708.**

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

The following shall be grounds for termination of the contract at the option of the awarding body: the company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

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

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

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____ the _____ of _____, a _____ (___) who is personally known to me or (___) who produced _____ as identification.

Notary Public

Print Name: _____

My Commission expires: _____

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida

County of _____, being first duly sworn, deposes and says that:

He / She is _____ of _____, the Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers , or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner’s employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____ the _____ of _____, a _____ (___) who is personally known to me or (___) who produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires: _____

DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bid/proposals will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Company)

(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in _____
_____ and principal office in _____.
City and State City and State

The above-named entity is submitting an RFP for the City of Winter Springs described as:

City of Winter Springs

RFP #01-20 LR

Portable Belt Press

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

(Authorized Signature)

Name of Business

Phone & Fax Number

(Printed Name and Title)

Business Mailing Address

City, State, Zip

SECTIONS 00500 AND 00660 ARE POST AWARD FORMS

SECTIONS 00500 AGREEMENT FORM AND 00660 NOTICE OF AWARD SHALL BE SUBMITTED WITHIN 10 BUSINESS DAYS FROM THE DATE OF OFFICIAL AWARD NOTIFICATION

SECTION 00500

AGREEMENT FORM

(NOTE: The Form of Agreement is meant to be a sample document and shall be subject to approval of the City Attorney and City Manager or City Commission. Bidder shall be required to begin negotiation of the Final Agreement and provide all required Exhibits, if any, within five (5) business days of award. Submittal of a bid/proposal shall mean that the bidder/proposer is offering to furnish the goods or services specified in this Proposal subject to, at a minimum, all terms and conditions included in this Form of Agreement. No alterations or modifications to this Form of Agreement shall be valid or binding unless made in writing and signed by an authorized City official.)

PURCHASE AGREEMENT FOR EQUIPMENT

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this Purchase Agreement, including these terms, conditions, the Scope of Work and specifications attached hereto and incorporated herein by reference, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof, including the Scope of Work, and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").
2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.
3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test

grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS:** Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. However, City reserves the right to delay shipment of the goods for up to thirty (30) days at no additional cost. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination. Seller understands and agrees that if Seller makes any commitments or production arrangements in excess of the amounts set forth herein or in advance of the time necessary to meet City's delivery schedule, it does so at its own risk, and City shall have no liability to Seller or any other party relating to same. Goods shipped in advance of the time required in this Agreement may, at City's option, be returned to Seller at Seller's expense.

7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney's fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty. This indemnification includes claims made by the employees of the Seller against the City and the Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes, or comparable worker's compensation state law. The obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. This provision shall survive the termination of this Agreement.

8. **PATENT INDEMNIFICATION:** Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and

appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES:** The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost than in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE:** No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD:** Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY:** The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE:** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Seminole County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:** Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER:** Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR.** The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform

professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **ANTI-CORRUPTON.** Seller declares that to its knowledge, its legal representatives, directors, employees, agents, and anyone performing services for or on behalf of City pursuant to this Agreement do not and will not directly or indirectly offer, give, agree to give, authorize, solicit, or accept the giving of money or anything else of value or grant any advantage or gift to any person, company or undertaking whatsoever including any government official or employee, political party official, candidate for political office, person holding a legislative, administrative or judicial position of any kind for or on behalf of any country, public agency or state owned company, official of a public international organization, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for City or to gain any advantage in the conduct of business for City.

26. **DEBARMENT.** Seller further undertakes to ensure that neither Seller nor any of its legal representatives, directors, employees, agents, subcontractors and anyone performing services for or on behalf of City under this Agreement has been, or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs and/or bidding following invitations to bid advertised by the World Bank or any other international development bank.

27. **ATTORNEY'S FEES.** Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28. **COMPENSATION AND PROMPT PAYMENT.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes. For the performance and full completion of the goods and services specified herein and in the attached Scope of Work, the City and Seller agree that the Seller shall be paid a lump sum total of **\$XXXXXXX**, inclusive of all goods and services, materials, and expenses directly related to the services. There shall be no other compensation due Seller for the services provided under this Agreement, unless specifically agreed to by the City in writing. The lump sum shall be paid at ninety percent (90%) upon delivery. The remaining ten percent (10%) shall be paid upon successful startup and operation of equipment and successful passing of a DOT inspection. Payment requests shall be made to the City by submitting a proper invoice detailing the services performed and the payment requested. Payment will not be made for tasks not performed or for portions of any tasks not performed.

29. **EXHIBITS.** Appendix A to the Request for Proposal, Scope of Work, shall be incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF WINTER SPRINGS

SELLER:

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

ATTEST:

By: _____
City Clerk

SECTION 00660

NOTICE OF AWARD FORM

TO:

PROJECT NAME: **Winter Springs Portable Belt Press**

The OWNER has considered the PROPOSAL submitted by _____ for the above described WORK in response to Request for Proposal RFP #01-20 and Instructions to Proposers.

You are hereby notified that your PROPOSAL has been accepted and the total amount of the contract award is \$ _____.

You are required by the Instructions to Proposers to execute the Agreement and certificates of insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificate of insurance within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2020.

OWNER:

By: _____

Shawn Boyle

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by this the ____ day of _____, 2020.

By: _____

Title: _____

END OF SECTION

Appendix A

Scope of Work

Winter Springs Portable Belt Press

GENERAL

Proposals are requested for Equipment generally described as a Trailer Mounted Belt Press, to be located in Winter Springs, FL. Press shall include a trailer mounted 1.5 to 1.7 meter wide belt press, complete with controls, hydraulics, polymer feed system, sludge feed pump, and sludge cake conveyor capable of loading into a tractor trailer. Equipment may be "used" but be less than 10 years old from date of manufacturing. Equipment must be in complete/fully operational condition ready to operate upon delivery.

Vendor's price should include but is not limited to:

1. Belt press – 1.5 meter to 1.7 meter wide.

- Belt press shall be manufactured by Charter Machine Company, BDP Industries, or one of these manufacturer's branded press.
- Belt press shall have a 2 pass or 3 pass configuration. Belt press shall have 2 or 3 belts.
- Belt press shall be capable of delivering 17% or more dry cake solids from domestic wastewater treatment, secondary sludge.
- Belt press shall be in good condition. Frame coating, roller coatings, bearings, gear boxes, motors, switches, safety equipment, and all other related components shall be in good condition and not be in failure, eminent failure, or leakage condition. Failure of coatings or components will disqualify submission.
- Belt Press shall have a Nema 4X control panel complete with starters, VFDs, HOA, controls, interlocks, junction boxes, disconnect contacts, fasteners, and all other accessories for a complete control system. This includes all press, pump, and conveyor controls. Variable controls for sludge feed, press speed, and polymer feed shall be provided. Wiring shall be in conduit or properly secured in the frame. Exposed wiring will not be accepted.
- Belt Press Equipment shall include main structural frame, in-line polymer injection and sludge mixing system, sludge flow meter, inlet piping and junction box, gravity drainage section, dewatering pressure zone, dewatering belts, belt wash system, safety guards, emergency stop tag line system, doctor blades, filter and drain collection, roller assemblies, automatic belt tensioning system, automatic belt tracking system, automatic hydraulic power pack, belt drive system, and wash water booster pump. The belt filter press shall be totally pre-plumbed, requiring one sludge feed connection, one polymer feed connection, one plant water connection, one electrical connection, and one filtrate drain connection.
- Belt Press shall have a progressive cavity type sludge feed pump (progressive cavity or gear).
- Belt Press will be automatically hydraulically steered and tensioned.
- Hydraulics may be air or oil systems. Oil hydraulics shall utilize food grade oils only and incorporate food grade oil compatible components.
- Emulsion polymer system. Polymer system shall be capable of creating desired polymer solution on board from neat polymer and apply to sludge. System may be continuous makeup or batch. If a batch system is utilized, two tanks shall be provided to allow mix up

of new solution while the primary tank is in operation. Direct injection of neat polymer does not qualify as an acceptable polymer system.

- Provide 1 NEW set of press belts on the unit and 1 NEW set of press belts as a spare. Total of two (2) sets of belts.
- Set of stainless steps, handrails and operating platform with aluminum or Fibergrate non-slip grating catwalk.
- Belt press shall have a retractable sludge conveyor capable of discharging sludge into a tractor trailer. End of sludge discharge conveyor shall reach a minimum of 12.5 vertical feet from the ground. Belt conveyors shall have a scraper at the discharge end to minimize carryover of material back to the press. Sludge conveyor shall be mounted to the trailer and retractable to allow stowage for transport.

2. Trailer shall include the following features:

- Trailer shall be DOT approved for travel on public rights of way. All hydraulics, lights, hitch, tires, bearings, etc. shall be in good working condition.
- Trailer must pass a DOT inspection for 2 years. A DOT inspection will be completed upon delivery of the trailer and equipment to the City.
- Drop deck trailer. Aluminum roof over entire trailer preferred. Control area shall be covered or completely enclosed with climate control.
- Side curtains are optional but preferred. Ratchets at front and ratchets at rear for easy curtain access (if so equipped).
- Radiant electric heaters to maintain polymer and temperature sensitive equipment.
- Leveling dollies on each corner of trailer.
- Trailer shall not require a Department of Transportation permit to legally move from site to site.
- Trailer shall not be overweight or wide load.

General Notes

1. Vendor shall be responsible to supply all materials, equipment, supports, staffing, trucking, delivery, insurance, etc., required for the successful delivery of the equipment to the City.
2. Unit shall be shipped completely assembled and ready for operation upon delivery.
3. Vendor shall provide a 1 year warranty from delivery date of equipment. Any failure of equipment components during the warranty period shall be replaced (parts and labor) by the vendor.
4. Trailer shall pass a DOT inspection for 2 years from delivery date. Any failure of the trailer during the warranty period shall be replaced (parts and labor) by the vendor.
5. City may conduct, at its expense, a site visit to inspect equipment and verify condition of equipment components.
6. Vendor shall deliver equipment to Winter Springs, FL at a site of its choosing within the City limits. No additional compensation will be provided for delivery of equipment. FOB Winter Springs, FL. Vendor is completely responsible for equipment until successful delivery to the City of Winter Springs selected site.

7. Vendor shall assist with and not unreasonably withhold, transfer of title of equipment to the City of Winter Springs, FL.

Bids:

Vendor shall provide a base bid and may provide, but not required, one alternate as outlined below:

1. Base Bid - Vendor shall provide one base bid for providing the Equipment as outlined above and the specified delivery date of the equipment.
2. Alternate 1 - Vendor may provide, but not required, an alternate bid for alternative component configurations and the specified delivery date of the equipment.

Vendor may provide additional proposal documentation in support of their proposed equipment.

Clarifications:

1. The City may conduct, at its expense, a site visit to inspect equipment and verify condition of Equipment components.
2. Vendor shall hold equipment 60 days from bid opening to provide City sufficient time to evaluate bids, conduct inspection(s) of Equipment, or other verifications. During this time, vendor may not sell equipment to any other person or entity.
3. The City has identified that vendors may need a period of time to refurbish equipment before final delivery. Vendors may request up to 90 calendar days from issuance of purchase order to deliver equipment. Vendor shall note request in the proposal. City may assess a \$150 per calendar day penalty for every day beyond the specified delivery date. The 90% payment will be reduced by assessed penalty. Vendor shall include with their proposal a description of the intended rehabilitation of proposed equipment. City will use provided documents to complete the final selection of equipment.
4. Payment terms:
 - a. Payment in accordance with the City of Winter Springs Terms and Conditions and the State of Florida Prompt Payment Act.
 - b. Vendor shall provide an invoice acceptable to the City before payment is rendered. Incomplete invoices will not be accepted.
 - c. Payment of 90% may be requested upon successful delivery of equipment to the City of Winter Springs selected delivery site.
 - d. Payment of remaining 10% retainage may be requested upon successful startup and operation of equipment and successful passing of a DOT inspection. Startup, operation, and DOT inspection not to exceed 30 days from delivery of equipment.

SECTION 00300

MANDATORY PROPOSAL FORMS

(Mandatory Forms must be submitted with the proposal. Failure to submit forms may disqualify the proposer from the RFP.)

BID PRICE FORM

1. GENERAL

1.1 Description

The following Bid Price is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid Price is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation): corporation

Charter Machine Co.

Address: 55 Wester Ave, Metuchen NJ 08840

Contact Name: Christopher Boyd

Contact Phone Number: 732-425-7489

Contact E-Mail Address: ChrisB@CharterMachine.com

1.2 The Undersigned:

A. Acknowledges receipt of:

- 1. Request for Proposal for Portable Belt Press dated February 2020
- 2. Addenda:

Number _____, dated _____.

Number _____, dated _____.

B. Has examined all RFP Documents and understands that in submitting his Bid Price, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid Price open for **60** calendar days after the bid opening date. During this time, vendor may not sell the equipment to any other person or entity. I agree to furnish the goods and/or services specified in the Request for Proposal at the prices or rates quoted in my responsive bid/proposal.
2. To accept the provisions of the Instructions to Proposers
3. To receive a City Purchase Order issued to the OWNER at the submitted Bid Price
4. To accomplish the work in accordance with the contract documents.
5. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

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

1.3 Stipulated Amount

A. Base Bid Price

I will provide the equipment under this project for a Total Base Bid Price Amount of:

Four Hundred Twenty Nine Thousand Dollars 0 zero cents
(\$ 429,000.00).

The Proposer hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials, supports, trucking, delivery, insurance, licensing, permits, and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the contract work at the unit prices set forth below. The Proposer shall be paid for actual quantities completed in accordance with the Contract Documents. The following is the order of precedence which will be used in case of conflicts within the Bid Schedule provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.4 Proposal Schedule

A. Proposals shall include the following documents:

1. Completed and Signed Bid Price Form and other Mandatory Forms in this Section

2. **Proposed Design Information**. Provide detailed design information about the proposed portable belt press, including items such as: manufacturer's product data, materials of construction, drawings, renderings, photographs, and any other pertinent information to clearly convey to OWNER the proposed products.
3. **Proposer's Experience Summary**. Provide a summary of the Proposer's company and its experience performing similar work on portable belt presses. Also provide a minimum of three references, including name, organization, position, e-mail, and phone number.
4. **Equipment Delivery Date**

1.5 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 2 day of March, 2020.

Proposer

By:  Title Director of Sales
Christopher Boyd

Winter Springs Portable Belt Press BID FORM

#	Item	Quantity	Total Price
1	Portable Belt Press # 44	1	429,000.00
	Total =		429,000.00
	(Price in words) Four Hundred Twenty Nine Thousand Dollars and zero cents		
2	Alternate Proposal Portable Belt Press (Optional) # 46	1	560,000.00
	Total =		560,000.00
	(Price in words) Five Hundred Sixty Thousand Dollars and zero cents		

Delivery Date of Equipment from Issuance of Purchase Order: 10 Days
(May not exceed 90 calendar days.)

Company: Charter Machine Co.

Name: Christopher Boyd

Phone: 732-425-7489

Address: 55 Wester Ave, Metuchen NJ 08840

Signature: 

Date/Time: 3/2/20 2:57 pm

If there are any questions, please submit in writing to hqueen@winterspringsfl.org. ALL BIDS ARE DUE NO LATER THAN March 6, 2020 AT 2:00 PM. ANY BID RECEIVED AFTER THIS DEADLINE WILL BE CONSIDERED NON-RESPONSIVE. ALL BIDS ARE TO BE DELIVERED TO CITY OF WINTER SPRINGS, CITY HALL, 1126 EAST S.R. 434, WINTER SPRINGS, FL 32708.

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

The following shall be grounds for termination of the contract at the option of the awarding body: the company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

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

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

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities

- in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Christopher Boyd

(Authorized Signature)

Christopher Boyd, Dir. of Sales

(Printed Name and Title)

Charter Machine Co.

(Name of Vendor)

STATE OF PA
 COUNTY OF MONTGOMERY

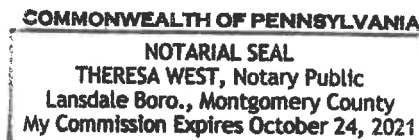
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of MARCH, 2020, by CHRISTOPHER BOYD the Director of Sales of Charter Machine Co. a corporation who is personally known to me or who produced _____ as identification.

Theresa West

Notary Public

Print Name: THERESA WEST

My Commission expires: 10/24/2021



NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of ~~Florida~~ Pennsylvania
County of Montgomery, being first duly
sworn, deposes and says that:

He / She is Director of Sales of Charter Machine Co., the Proposer that
has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of
all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees
or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed,
directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal
in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain
from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Proposer, firm or person to
fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead,
profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers , or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the
City of Cocoa or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in
interest, including this affiant, have not employed or retained any company or person, other than a
bona fide employee working solely for the proposer to solicit or secure this agreement and that
proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than
a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other
consideration contingent upon or resulting from the award or making of this agreement. For the breach
or violation of this provision, the City shall have the right to terminate the agreement without liability
and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such
fee, commission, percentage, gift, or consideration.



(Authorized Signature)

Christopher Boyle, Dir. of Sales

(Printed Name and Title)

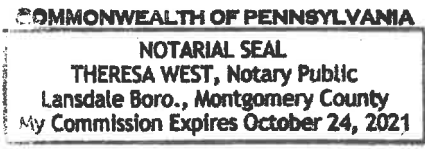
Charter Machine Co.

(Name of Vendor)

STATE OF PA
COUNTY OF MONTGOMER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of MARCH, 2020, by Christopher Boyd the Director of Sales of Charter Machine Co. a Corporation who is personally known to me or who produced _____ as identification.

Theresa West
Notary Public
Print Name: THERESA WEST
My Commission expires: 10/24/2021



DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bid/proposals will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Charter Machine Co.

(Company)

[Signature] Dir. of Sales

(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the Director of Sales of Charter Machine Co with a local office in _____
City and State and principal office in Metuchen, NJ
City and State

The above-named entity is submitting an RFP for the City of Winter Springs described as:

City of Winter Springs


RFP #01-20 LR

Portable Belt Press

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.

<u></u>	<u>Charter Machine Co.</u>	<u>732-425-7489</u>
(Authorized Signature)	Name of Business	Phone & Fax Number
<u>Christopher Boyd</u>	<u>55 Wester Ave.</u>	<u>Metuchen NJ 08840</u>
(Printed Name and Title)	Business Mailing Address	City, State, Zip
Director of Sales		

CHARTER MACHINE COMPANY

Proposal

**MOBILE DEWATERING TRAILER
THREE-BELT SENTRY PRESS
MODEL # 3BTP17.93
TRAILER NUMBER 44 and 46**



Prepared for

**City of Winter Springs
1126 East State Rd 434
Winter Springs, FL 32708
March 2, 2020**

As an introduction, please review the following information summary that points out the benefits and features of the Charter designed Towerpress.

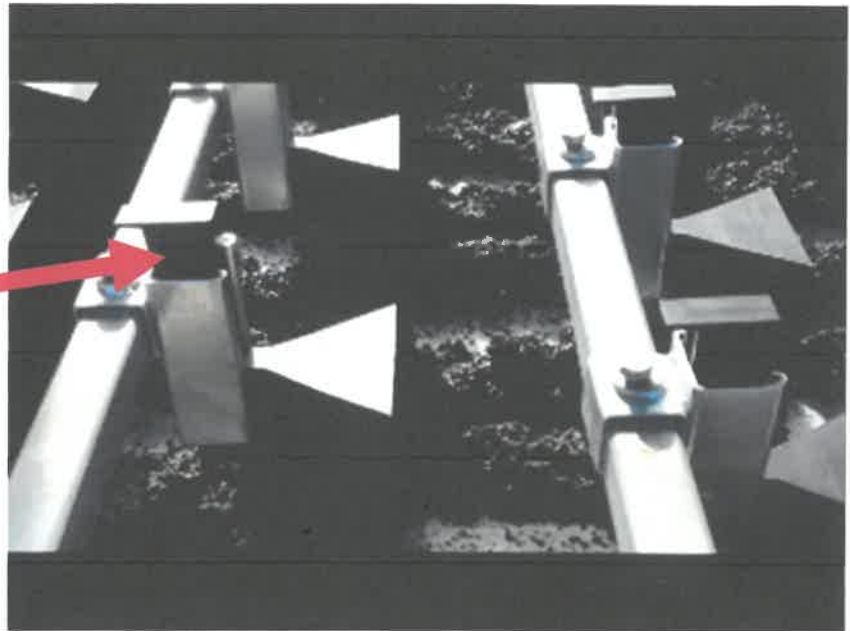


Charter purchased the Roediger Equipment Company back in 2006 and has continued to upgrade, design and increase the performance and operator usefulness of the entire line of equipment. This purchase was not only the equipment but also the employees and installations that over the past 45 years have made this equipment reliable and easy to use.

The Charter belt filter press has been improved and offers the following features that no other belt press manufacturer offers.

- **V-plow design that is replaceable in under 1 second**
- **Automated lifting of the entire gravity plow section for ease of cleaning and maintenance**
- **One piece bearing design for long maintenance free life**
- **Center pivot steering of the belts**
- **Automated discharge blade retraction**

V-plow design

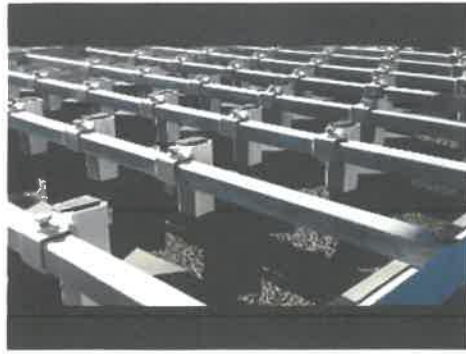


Each plow assembly can be easily lifted out with your hand and replaced within 1 second.

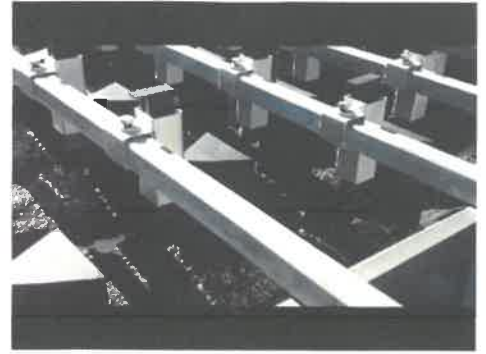
Automated Gravity Plow Section



**Up for Cleaning
with just a flip of
a switch**



**Going down with
just a flip of switch**



**Fully down
for full operation**

The raising and lowering is controlled by one switch so it makes it very easy for the operator to clean and/or optimize the plow arrangement for superior performance.

Once Piece Bearing Design



**Charter design, one piece
design with bolted plate.
No place for rust to start.**



**Competition, two piece split
housing. Notice where the
rust started..**

Center Pivot Steering



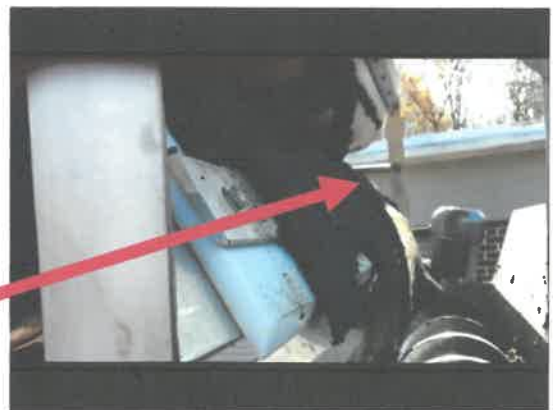
Center Pivot



Controlling Cylinder

Charter is the only manufacturer in the industry to use center pivot steering. This means that when the belt is moving out of alignment, the controlling cylinder moves the roller to track the belt back. All other manufacturers use an end pivot which stretches out the belts since a movement of 4" would all be on one side as compared to center pivot that means each side of the belt only moves 2".

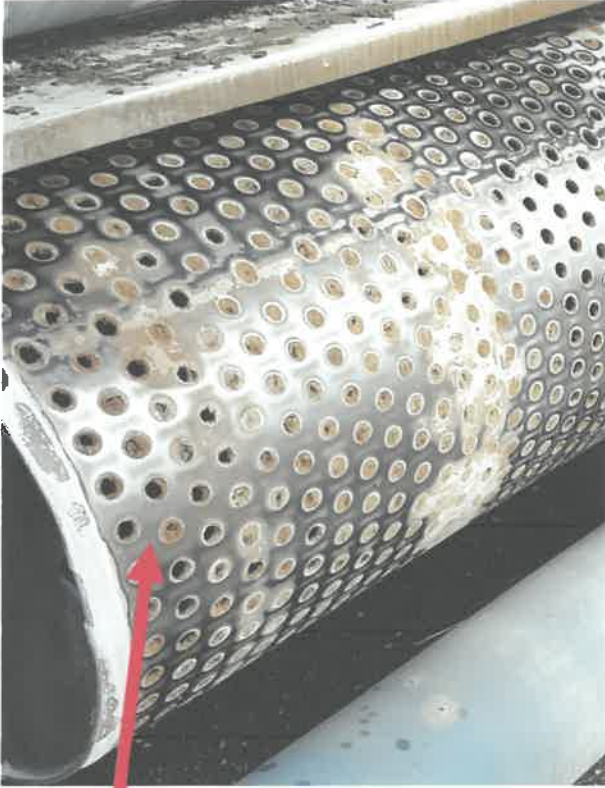
Automated Discharge Doctor Blade Retraction



Retraction arm for easy cleaning.

Another great automation with just a flip of a switch, the cylinders push the doctor blades off the belts for easy cleaning and changing. Flip the switch again and the blades retract. No other manufacturer in the industry offers this feature.

Tubular Perforated Roller



Conventional Perforated Roller by design has only 33% open surface area for water removal on one side of the belt during operation. As you can see another major drawback to the conventional design is the clogging of the perforated holes that occurs in the roller after being in operation thus decreasing the ability to remove water even further.

Charter's Tubular design primary dewatering roller has an astonishing 89% open surface area, more than any other manufacturer in the industry. By its revolutionary design no clogging can ever occur allowing for the Maximum amount of water to escape.

These features along with the fact that our presses are made in New Jersey and there roving service guys that can be at your plant within 24 hours if needed, Charter Machine offers a press that can not be matched.



Charter Machine Shop “Over 100,000 SqFt Machine Shop and Assembly in N.J.”





Dewatering Equipment Machines
Division
A GEC Subsidiary

DATE: March 2, 2020

TO: City of Winter Springs
Holly Queen

PROPOSAL: Charter Machine Company (CMC)
Proposal No. 200302-C2

PROJECT: 48 Foot Trailer Mounted Belt Filter Press

We are pleased to offer the following equipment of our manufacture and supply for your consideration. The unit offered is a **3-belt model** that is furnished with an independent gravity deck equipped with separate VFD, located at operator level - with a total of eight vertical pressure rolls located in the shear/pressure section. Auxiliary equipment included with the 3-belt model as listed below will provide a complete dewatering system.

Item 1

One (1) Charter Machine Company Belt Filter Press, Model 3BTP17.93, with a 1.7 meter belt width, manufactured to achieve the optimum sludge dewatering performance. All belt press electrical functions are factory wired to numbered terminals in a frame mounted 304 Stainless Steel, NEMA 4X junction box. The machine is currently on site and totally assembled. Also included is ***one (1) upstream conditioning device*** consisting of a 304 Stainless Steel 6 inch in-line adjustable orifice venturi type mixer, complete with a polyethylene injection ring. The Belt Filter Press is totally pre-plumbed, requiring one (1) sludge feed connection, one (1) polymer feed connection, one (1) plant water connection, one (1) hydraulic connection, and one (1) electrical connection.

55 Wester Ave. Metuchen N.J. 08840 (732) 548-4400 Fax: (732) 494-4596
WWW.CHARTERMACHINE.COM

Utilizing  technology.

Item 2

One (1) Belt Filter Press Main Electrical Control Panel, totally factory wired to numbered terminal strips and including all necessary components for the automatic or manual operation of the belt filter press system. Components include belt drive VFDs, pushbuttons, lights, relays, switches, transformers, fuses, alarms and starters to perform the necessary control functions for the press. Included in the control panel there are all necessary controls and components to coordinate the sludge feed pump, polymer system, hydraulics, booster pump and discharge arrangement that is provided with the 3-belt unit proposed providing a complete dewatering system. The control panel is 304 Stainless Steel, NEMA 4X, 480V – 3PH – 60 amp, hinged front access, and completely factory assembled and tested.

Item 3

One (1) Hot-Dipped Galvanized Sump to collect all filtrate and washwater created during operation. The sump material is a minimum of 3/16 inch thick plate.

Item 4

One (1) Hydraulic Power System capable of achieving operating pressure up to 300psi. The system shall provide pressurized oil for the belt tensioning, belt tracking, doctor blade positioning and plow grid lifting systems. The unit consists of a 10 Gallon 304 stainless steel storage reservoir, oil pump, oil filter, pressure gauges, piping, valves, cylinders in type 304 stainless steel and 2HP TEFC motor to provide a complete operational system. Controls are located in the belt filter press master control panel.

Item 5

One (1) Wash Water Booster Pump to provide water to the belt filter presses belt wash stations. The booster pump is complete with galvanized base and mounted to a maximum 7.5 HP TEFC motor. The pump provided is a Goulds Model 3196 mounted on the belt filter press equipment skid. A recycle feature is also provided that can be utilized. Controls will be located in the belt filter press master control panel.

Item 6

One (1) Roedos Model 500 Batch Liquid/Dry Polymer System, consisting of two (2) 500 gallon stainless steel tanks complete with mixers, polymer eductor funnels, solenoid valves, float switches, and polymer feed pumps. One (1) dilution panel, consisting of rotameters, in-line static mixers and piping, all mounted on a type 304 stainless steel mounting plate, this system can be utilized with both emulsion and dry polymer. All polymer system controls will be located in the belt filter press main control panel.

Page Three

Item 7

One (1) Rotary Lobe Feed Pump complete with motor and VFD mounted on hot-dipped galvanized base and secured on trailer.

Item 8

One (1) Magnetic Flow Meter capable of displaying instantaneous sludge flow rate in GPM and totalizing sludge flow in thousands of gallons. The flow meter includes all sensors, recorders, wiring, conduit and transmitter and located in the sludge pipeline prior to the belt filter press.

Item 9

One (1) Shuttle screw conveyor mounted on the belt press frame for facilitating the movement of dewatered sludge from the discharge belts of the belt filter press to the discharge conveyor.

Item 10

One (1) Sludge discharge conveyor, is a tube frame, troughing slider type, for facilitating the movement of dewatered sludge from the discharge of the belt filter press to the disposal container. The conveyor will be approximately sixteen (16) feet long and will include one (1) AC constant speed drive motor. Controls for the discharge conveyor will be located in the belt filter press control panel.

Item 11

One (1) Complete set of Platforms/Catwalks provided per Charter Machine's standard design is included.

Item 12

One (1) Set of Set-Up Supplies:

100 feet – 1.5 inch NPT fire hose

100 feet – 4 inch suction/discharge hose with Kamlock connections

100 feet – 6 inch drain hose

150 feet – 6/4 power cord for 480V, 60 AMP, 3 Phase

Item 13

One (1) 48' Trailer with full length roof, with all above equipment mounted securely on frame. The trailer is completely road ready and functions as a complete mobile dewatering system.

Page Four

Please Note:

Except as otherwise noted herein, the following are not included in our offering:

Installation or off-loading, local, state or federal taxes, permits, or other fees, wiring, conduit or plumbing between items, anchor bolts, local motor disconnects or lockouts, polymer for startup or operation.

Final Information and Pricing:

Please refer to the bid documents for the pricing.

Trailer #44 is 2.5 years old with about 1,700 working hours of operation. The frame is hot dipped galvanized with epoxy coating.

Trailer #46 is only 2 months old with about 100 working hours of operation. The frame is 304 SS.

References:

Bionomics Services, Inc,
Charlotte, NC
Contact: Pete Fleetwood @704-529-0000

Metropolitan Environmental
Hilliard OH
Contact: Eric Ziegler @614-206-1761

Mobile Dredging
Chester PA
Contact: Jerry Vetter @610-497-9500

90% - 30 Days Upon Acceptance of Purchase Order
10% - Upon Receipt of O&M Manual

Other terms and conditions apply per the attached sheet. Late payments shall be subject to a 1.5% per month finance charge.

Unless otherwise specified this proposal is offered for acceptance for (60) sixty days and is subject to review thereafter. Pricing is firm based upon receipt of a Purchase Order within this (60) sixty-day period.

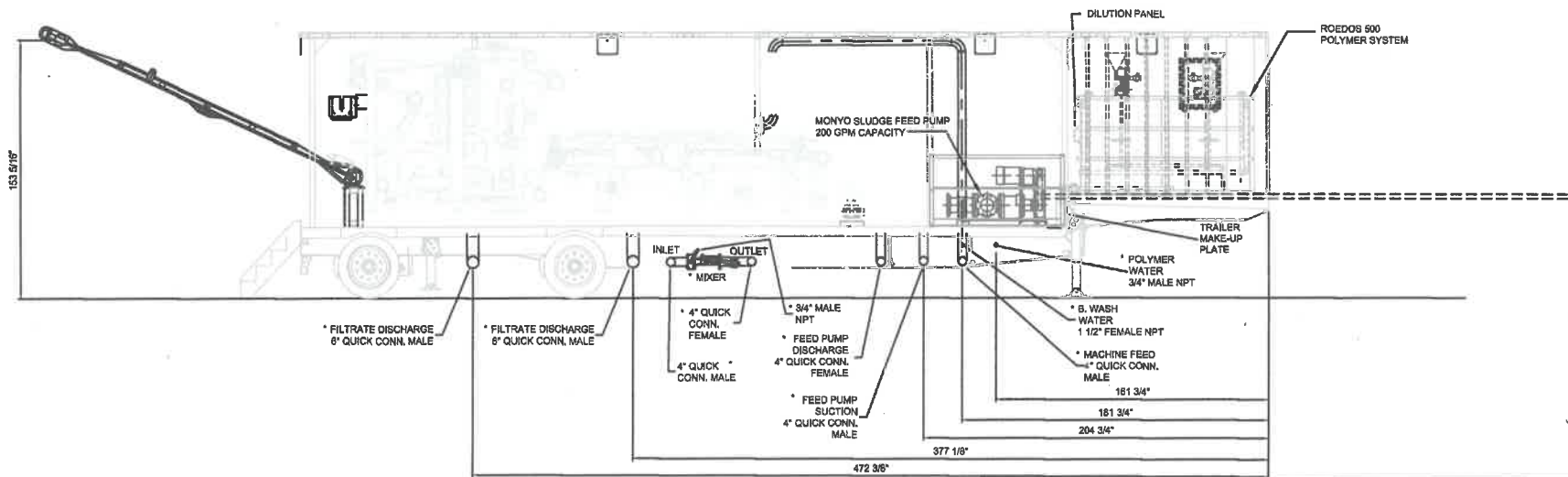
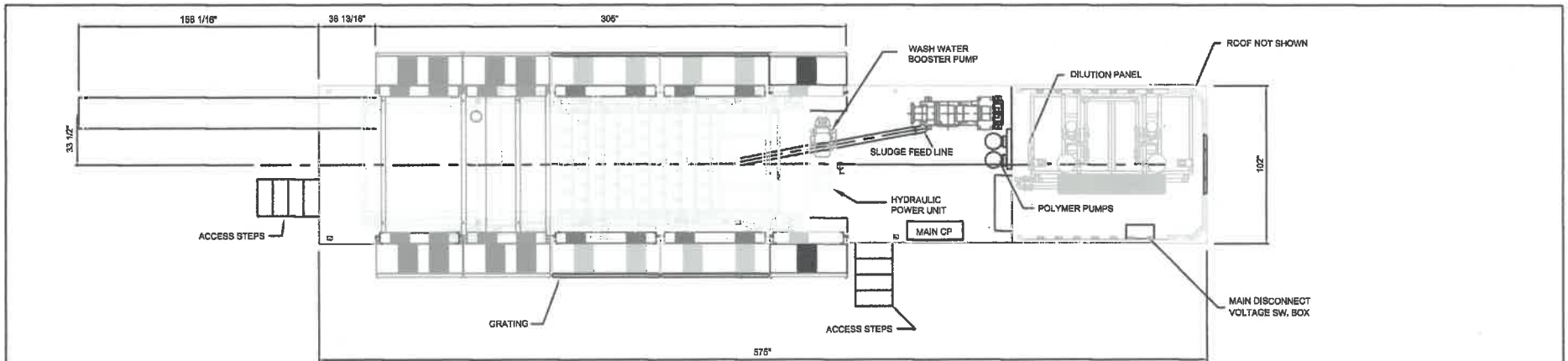
Drawings and Manuals:

Final drawings and equipment information can be provided in approximately 3-6 weeks after our receipt and acceptance of your purchase order.

We appreciate your interest in our line of dewatering equipment and look forward to continue working with you. Should you have any questions or comments regarding the above proposal please feel free to contact us and we will assist in any way possible.

Sincerely,

Christopher Boyd
Director of Sales
Charter Machine Company



HOOK UP INFORMATION

- * ALL HOOK-UPS ARE ON THE OPPOSITE SIDE.
- 100' - 1 1/2" NPT FIRE HOSE
- 140' - 4" SUCTION & DISCHARGE HOSE WITH KAMLOK CONNECTORS
- 100' - 8" DRAIN HOSE WITH KAMLOK CONNECTORS
- 150' - 6/4 POWER CORD FOR 480V, 60 AMP, 3 Ph SERVICE (TRANSFORMER ON BOARD FOR 240 VOLT, 3 PHASE, 120 AMP SERVICE)

DRAWN TJP 9/5/13
APPROVED

G.E.C. TOLERANCES UNLESS OTHERWISE SPECIFIED
FRACTIONAL DIM ±1/64
DECIMAL DIM ±.005
ANGLE ±1/2
SURFACE FINISH 125

CHARTER MACHINE COMPANY
55 WESTER AVE METUCHEN N.J. 08840

TITLE TEST TRAILER #44 446
TOWER PRESS 17.93S
MACHINE VIEWS

SIZE B	DWG NO. TT44-N-0001	REV 0
SCALE NOT TO SCALE		SHEET 1 OF 1

SECTION 00300
MANDATORY PROPOSAL FORMS

(Mandatory Forms must be submitted with the proposal. Failure to submit forms may disqualify the proposer from the RFP.)

BID PRICE FORM

1. GENERAL

1.1 Description

The following Bid Price is hereby made to the City of Winter Springs, hereafter called the OWNER. Bid Price is submitted by:

Legal Name (indicate whether sole proprietorship, partnership, or corporation):

Sandling Industrial Services, Inc., an S. Corp

Address:

330 Rayford Rd. #352, Spring, TX. 77386

Contact Name:

Mark Parker

Contact Phone Number:

281-465-0930

Contact E-Mail Address:

mark.parker@sandlinginc.com

1.2 The Undersigned:

A. Acknowledges receipt of:

- 1. Request for Proposal for Portable Belt Press dated February 2020
- 2. Addenda:

Number 1, dated 2/21/20
Number _____, dated _____.

B. Has examined all RFP Documents and understands that in submitting his Bid Price, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid Price open for **60** calendar days after the bid opening date. During this time, vendor may not sell the equipment to any other person or entity. I agree to furnish the goods and/or services specified in the Request for Proposal at the prices or rates quoted in my responsive bid/proposal.
2. To accept the provisions of the Instructions to Proposers
3. To receive a City Purchase Order issued to the OWNER at the submitted Bid Price
4. To accomplish the work in accordance with the contract documents.
5. To deliver the equipment as required by the specifications and as indicated in his proposal document.

D. Certifies:

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

1.3 Stipulated Amount

A. Base Bid Price

I will provide the equipment under this project for a Total Base Bid Price Amount of:

Three hundred forty nine thousand seven hundred Dollars
(\$ 349,759). fifty nine

The Proposer hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials, supports, trucking, delivery, insurance, licensing, permits, and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The OWNER, at his sole option and discretion, may choose to add or deduct from the contract work at the unit prices set forth below. The Proposer shall be paid for actual quantities completed in accordance with the Contract Documents. The following is the order of precedence which will be used in case of conflicts within the Bid Schedule provided by each Bidder: Unit Price, Total Price, Total Base Bid (See attached Bid Form).

1.4 Proposal Schedule

A. Proposals shall include the following documents:

1. Completed and Signed Bid Price Form and other Mandatory Forms in this Section

2. **Proposed Design Information**. Provide detailed design information about the proposed portable belt press, including items such as: manufacturer's product data, materials of construction, drawings, renderings, photographs, and any other pertinent information to clearly convey to OWNER the proposed products.
3. **Proposer's Experience Summary**. Provide a summary of the Proposer's company and its experience performing similar work on portable belt presses. Also provide a minimum of three references, including name, organization, position, e-mail, and phone number.
4. **Equipment Delivery Date**

1.5 Submittal

RESPECTFULLY SUBMITTED, signed and sealed this 3rd day of March, 2020.

By:  ^{Proposer} Title President

Winter Springs Portable Belt Press BID FORM

#	Item	Quantity	Total Price
1	Portable Belt Press	1	349,759
	Total =	1	349,759
	(Price in words) Unit BP36, 1.7m Portable Press for ^{three hundred} forty ^{forty nine thousand} seven ^{seven} hundred eighty nine ^{eighty nine} dollars		
2	Alternate Proposal Portable Belt Press (Optional)	1	9,715.52 month
	Equipment lease w/ monthly maintenance Inspection	1	9,715.52 month
	(Price in words) Nine thousand seven hundred fifteen dollars & fifty two cents a month for equipment lease		

Delivery Date of Equipment from Issuance of Purchase Order: 90 Days
(May not exceed 90 calendar days.)

Company: Sandling Industrial Services, Inc.

Name: John Sandling

Phone: 281-465-0930

Address: 330 Rayford Rd. #352 Spring, TX 77386

Signature: 

Date/Time: 3/3/20 2:00 pm.

If there are any questions, please submit in writing to hqueen@winterspringsfl.org. ALL BIDS ARE DUE NO LATER THAN March 6, 2020 AT 2:00 PM. ANY BID RECEIVED AFTER THIS DEADLINE WILL BE CONSIDERED NON-RESPONSIVE. ALL BIDS ARE TO BE DELIVERED TO CITY OF WINTER SPRINGS, CITY HALL, 1126 EAST S.R. 434, WINTER SPRINGS, FL 32708.

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

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

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

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

The following shall be grounds for termination of the contract at the option of the awarding body: the company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or been engaged in business operations in Cuba or Syria.

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

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

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

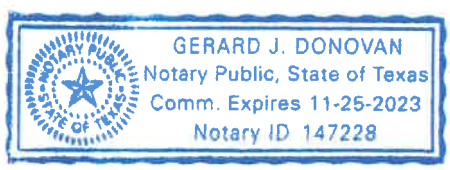
[Signature]
(Authorized Signature)

JOHN A. SANDLING
(Printed Name and Title)

SANDLING INDUSTRIAL SERVICES
(Name of Vendor)

STATE OF TEXAS
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 3RD day of MARCH 2020, by JOHN SANDLING the PRESIDENT of SANDLING INDUSTRIAL, a _____ () who is personally known to me or () who produced TX DRIVER LIC as identification.



[Signature]
Notary Public
Print Name: GERARD J. DONOVAN
My Commission expires: 11-25-2023

NON-COLLUSION AND CONTINGENT FEES AFFADAVIT

State of Florida Texas
County of Montgomery, being first duly sworn, deposes and says that:

He / She is President of Sandling Industrial Services, Inc., the Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the contract for which the attached Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Proposers, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cocoa or any person interested in the proposed Contract;

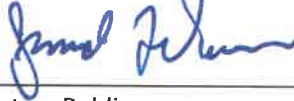
The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owner's employees, or parties in interest, including this affiant; and

The proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

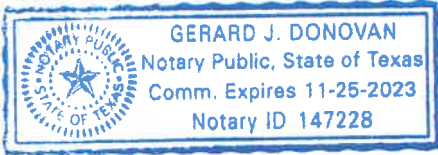
[Signature]
(Authorized Signature)
John A. Sandling / President
(Printed Name and Title)
Sandling Industrial Services
(Name of Vendor)

STATE OF TEXAS
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 3RD day of MARCH, 2020, by JOHN SANDLING the PRESIDENT of SANDLING INDUSTRIAL, a () who is personally known to me or () who produced TX DRIVER LIC as identification.



Notary Public
Print Name: GERARD J. DONOVAN
My Commission expires: 11-25-2023



DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedure for processing the bid/proposals will be followed if none of the tied vendors have a drug-free work place program.

In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

SANDHU INDUSTRIAL SERVICES

(Company)

[Signature] DIRECTOR

(Signature & Title)

CONFLICT OF INTEREST CERTIFICATION

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the President of Sandling Industrial Services, Inc. with a local office in Spring, TX and principal office in TX.
City and State City and State

The above-named entity is submitting an RFP for the City of Winter Springs described as:

City of Winter Springs

RFP #01-20 LR

Portable Belt Press

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.

- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Winter Springs.



(Authorized Signature)

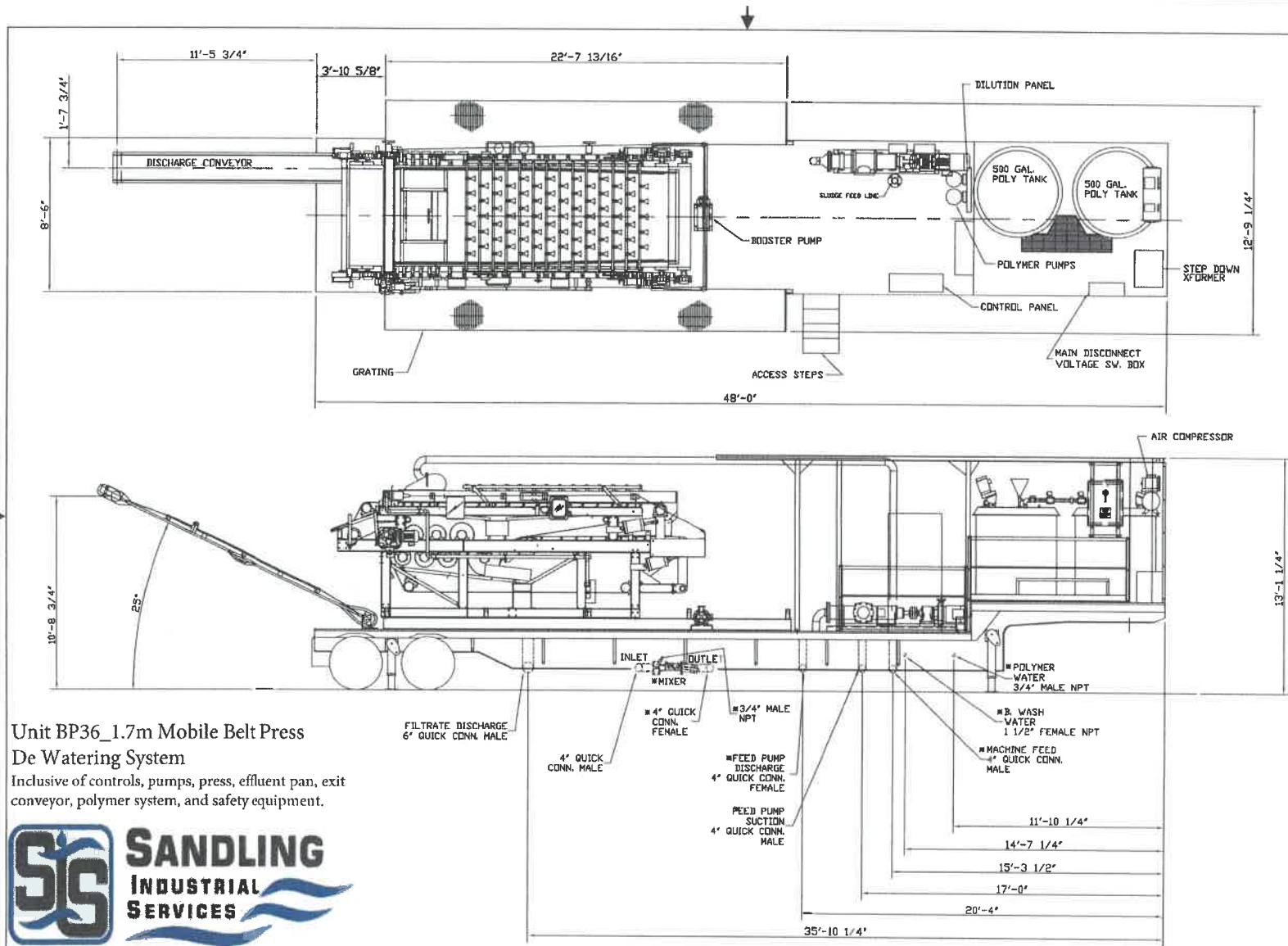
John Sandling
(Printed Name and Title)

Sandling Financial Services
Name of Business

330 Rayford #352
Business Mailing Address

261 465 0930
Phone & Fax Number

Spring, TX 77386
City, State, Zip



**Unit BP36_1.7m Mobile Belt Press
De Watering System**

Inclusive of controls, pumps, press, effluent pan, exit conveyor, polymer system, and safety equipment.



www.sandlinginc.com
1-800-533-2688
info@sandlinginc.com

- INLET
- OUTLET
- MIXER
- 4" QUICK CONN. MALE
- 4" QUICK CONN. FEMALE
- 3/4" MALE NPT
- FEE'D PUMP DISCHARGE 4" QUICK CONN. FEMALE
- FEE'D PUMP SUCTION 4" QUICK CONN. MALE
- POLYMER WATER 3/4" MALE NPT
- WASH WATER 1 1/2" FEMALE NPT
- MACHINE FEED 4" QUICK CONN. MALE
- FILTRATE DISCHARGE 6" QUICK CONN. MALE

DESIGN APPROVED	2/27/07	CHARTER MACHINE COMPANY	55 WESTER AVE	METUCHEN N.J. 08840
G.E.C. TOLERANCES UNLESS OTHERWISE SPECIFIED		TITLE		
FRACTIONAL DIM ±.154		TEST TRAILER #36		
DECIMAL DIM ±.005		BP 17.63		
ANGLE ±.1/2		MACHINE VIEWS		
SURFACE FINISH 125		SIZE	DWG NO.	REV
		B	TT36-X-0101	0
		SCALE	NOT TO SCALE	
		SHEET 1 OF 1		





March 3rd, 2020

Sandling Industrial Services Experience Summary and References

Sandling Industrial Services, Inc. (formerly known as Lefco Environmental) has provided dredging and mechanical dewatering services for over 25 years to industrial clients such as Temple-Inland, Georgia Pacific, Dow Chemical, DuPont, US Steel, ArcelorMittal Steel, Proctor and Gamble, Nalco, Chemtreat, Duke Energy, Vistra Energy and many others. Our home office is located in Spring, Texas with a regional office in East Chicago, IN. Sandling provides services such as:

- Mechanical Dewatering utilizing belt press, plate and frame press, and centrifuge technology;
- Dredging of pits, ponds and lagoons;
- Management of Wastewater Treatment Plants and Appurtenances;
- Waste volume reduction, and
- Waste Stabilization/Solidification.
- Mechanical Dewatering equipment maintenance, repair, and refurbishment

Safety on every job is extremely important to our company and yours. Sandling is an ISNET World member contractor with an excellent Safety and Environmental record. Our Experience Modification Rate (EMR) is currently .94. All field personnel have completed 40 Hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER) along with other safety specific or site-specific training. Drug and Alcohol programs are in place and active. Our goal on every project is to complete each project safely and identify and implement simple and cost-effective solutions for unique problems.



References

Ferrel McGavock
Orion Water Solutions
337-405-9185
Fmcgavock@orionwatersolutions.com

Henk Esignia
EnB Services
727-398-5436
henkeis@cs.com

Michael Dauterman
ArcelorMittal
219-399-4996
michael.dauterman@Arcelormittal.com

Austen Beck, P.E.
Bleyl Engineering
936-271-9600
abeck@bleylengineering.com

Jordan Thomas
TWWS
281-610-8589
jordan@twws-tx.com



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, APRIL 13, 2020 AT 6:30 PM

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

CALL TO ORDER

Mayor Charles Lacey called the Regular Meeting of Monday, April 13, 2020 of the City Commission to order 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 Ted Johnson, present
Commissioner Jean Hovey, present
Commissioner Kevin Cannon, present – arrived at 6:31 pm
Commissioner TiAnna Hale, present
Commissioner Geoff Kendrick, present
City Manager Shawn Boyle, present – arrived at 6:31 pm
City Attorney Anthony A. Garganese, present
Interim City Clerk Christian Gowan, present

A moment of silence was held, followed by the Pledge of Allegiance.

The agenda was adopted with no changes.

AWARDS AND PRESENTATIONS

100. City Update on Coronavirus Response from City Manager and Police Chief

City Manager Shawn Boyle described social distancing efforts implemented for the meeting and provided a brief update on efforts taken by the City.

Chief Deisler, Police Chief, Winter Springs Police Department, spoke on safety measures and noted call volume is down.

101. Presentation of Traffic Study Update

Ms. Lena Rivera, Director, Public Works and Utilities Department introduced *Mr. Ryan Cunningham, Associate Engineer, Kittelson & Associates, Inc., 225 East Robinson Street, Suite 355, Orlando, Florida 32801* to present the traffic study update.

Mr. Cunningham reviewed the study area, current findings, and next steps to take.

102. Presentation on Sewer Master Plan

Ms. Rivera introduced Mr. Terry Zaudtke, P.E., Senior Project Manager, CPH, Inc., 1117 East Robinson Street, Orlando, Florida who presented the Master Wastewater Plan Final Draft.

INFORMATIONAL AGENDA

200. Current Community Development Projects Summary

Not discussed

PUBLIC INPUT

Mayor Lacey opened "Public Input."

No one spoke.

Mayor Lacey closed "Public Input."

CONSENT AGENDA

300. Resolution 2020-06 to Confirm and Extend the COVID-19 Declaration of Emergency and Affirming and Ratifying Emergency Executive Orders 2020-01 and 2020-02

No discussion.

301. Surplus Assets

No discussion.

302. Adoption of Seminole County Local Mitigation Strategy

No discussion – Not included in approval.

303. Donation of Fishing Poles for Fish Winter Springs

No discussion.

304. Fine Influent Static Screens for Wastewater Treatment Plants

No discussion.

305. Police Program Formalization and Procedure

No discussion.

306. Advisory Selection Committee Recommendation for RFQ #07-19 LR "Professional Engineering Services for Water Plants and Distribution System Improvements"

No discussion.

307. Approval of Minutes from the Monday, March 02, 2020 City Commission Special Meeting

No discussion.

308. Approval of Minutes from the Monday, March 09, 2020 City Commission Regular Meeting

No discussion.

"MOTION TO APPROVE CONSENT AGENDA NOT INCLUDING ITEM 302." MOTION BY COMMISSIONER CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE:

COMMISSIONER KENDRICK: AYE

DEPUTY MAYOR JOHNSON: AYE

COMMISSIONER CANNON: AYE

COMMISSIONER HALE: AYE

COMMISSIONER HOVEY: AYE

MOTION CARRIED.

PUBLIC HEARINGS AGENDA

400. First Reading of Ordinance 2020-02 Amending Chapter 20 Zoning Related Town Center District Code along with State Road 434 and Tuskawilla Road Corridors.

“MOTION TO READ BY TITLE ONLY.” MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER KENDRICK.

MOTION PASSED WITHOUT OBJECTION.

City Attorney Anthony A. Garganese read Ordinance 2020-02 by title only.

Mr. Christopher Schmidt, Director, Community Development Department, reviewed the changes proposed by the ordinance and provided staff’s recommendation to approve and move to second reading.

Brief discussion followed.

Mayor Lacey opened the Public Hearing for Item 400

Mr. Michael Schrimsher, 600 East Colonial Drive, Suite 100, Orlando, Florida spoke about the opportunity for public-private partnerships with this and believed the Rize could reduce the width of their sidewalks to allow for more landscaping and consistency in the Town Center.

Mayor Lacey closed the Public Hearing for Item 400

“MOTION TO MOVE TO SECOND READING” MOTION BY COMMISSIONER HOVEY. SECONDED BY COMMISSIONER CANNON. DISCUSSION.

VOTE:

COMMISSIONER CANNON: AYE

COMMISSIONER HALE: AYE

COMMISSIONER KENDRICK: AYE

COMMISSIONER HOVEY: AYE

DEPUTY MAYOR JOHNSON: AYE

MOTION CARRIED.

REGULAR AGENDA

500. 2019 Comprehensive Annual Financial Report

Ms. Kelly Balagia, Director, Finance Department *introduced Ms. Tammy Campbell, Audit Partner, McDirmit Davis, 934 North Magnolia Avenue, Suite 100, Orlando, Florida* to present the 2019 Audit Report.

Ms. Campbell noted the City received a clean opinion and reviewed net position, audits, and accounting standards.

Discussion followed on the potential impacts of COVID-19 on the upcoming fiscal year.

“MOTION TO ACCEPT.” MOTION BY COMMISSIONER HALE. SECONDED BY COMMISSIONER KENDRICK. DISCUSSION.

VOTE:

COMMISSIONER HOVEY: AYE

DEPUTY MAYOR JOHNSON: AYE

COMMISSIONER HALE: AYE

COMMISSIONER CANNON: AYE

COMMISSIONER KENDRICK: AYE

MOTION CARRIED.

501. Community Garden Discussion

Commissioner Hale introduced the item and sought discussion on the possibility of installing community gardens in the City.

Discussion followed on proposed locations, different models, potential costs, and potential partnerships with schools or businesses.

“MOTION TO EXTEND THROUGH SECOND PUBLIC INPUT.” MOTION BY COMMISSIONER CANNON. SECONDED BY DEPUTY MAYOR JOHNSON.

MOTION PASSED WITH UNANIMOUS CONSENT.

The Commission asked the City Manager to come back with a proposal at a future meeting.

502. Appointment to Code Enforcement Board

“MOTION TO APPOINT COLLEEN MURPHY TO CODE ENFORCEMENT BOARD SUBJECT TO VERIFYING HER VOTER REGISTRATION.” MOTION BY COMMISSIONER CANNON. SECONDED BY COMMISSIONER HALE. DISCUSSION.

VOTE:

DEPUTY MAYOR JOHNSON: AYE

COMMISSIONER HALE: AYE

COMMISSIONER CANNON: AYE

COMMISSIONER HOVEY: AYE

COMMISSIONER KENDRICK: AYE

MOTION CARRIED.

Discussion turned to the possibility of creating an ad hoc committee that would reach out to assist businesses in Winter Springs locate and access financial assistance resources.

Manager Boyle mentioned that Ms. Donna Bruno, Internal Control Manager, had been putting together a package for small business owners identifying available loans and programs that was almost ready for completion.

Ms. Bruno noted that the information would be on the City website, sent via email, and displayed on the City message board in front of City Hall.

Further discussion followed on sharing this information with Commissioners so they could help get the word out.

Manager Boyle noted that the City would take in to account the hardships businesses and residents are facing currently when developing the budget for the upcoming fiscal year.

It was suggested that the Manager bring an update at the next meeting to see if further action was needed.

REPORTS

600. City Attorney Anthony A. Garganese, Esquire

- No report

601. City Manager Shawn Boyle

- Noting a July 1 deadline, Manager Boyle mentioned the need to get direction on food trucks and mentioned there is a basis for an ordinance that needs attention quickly.
- Asked if there was any will to change the number of City Commission meetings currently scheduled.
- Noted completion of the Town Center parking lot.

Discussion followed and the Commission agreed that their preference was in-person meetings with room rearrangements as necessary to comply with social distancing. The Commission was in favor of keeping the April 27, 2020 Regular Meeting, requested that the food truck and arbor ordinances be on the agenda, and asked the Manager to provide a list of upcoming items that will need attention and a timeline for addressing them.

Finally, the Commission agreed that the Manager should continue monitoring information as it becomes available and suggest any changes as necessary.

602. Interim City Clerk Christian Gowan

- No report

603. Seat Two Commissioner Kevin Cannon

- No report

604. Seat Three Commissioner/Deputy Mayor Ted Johnson

- Thanked all the first responders and those on the front lines.
- Noted Keeth Elementary teachers had a parade and that it was a great event
- Reiterated that accommodations in the Commission Chambers were outstanding and thanked staff
- Thanked Finance Department team on CAFR.

605. Seat Four Commissioner TiAnna Hale

- Offered words of encouragement to residents of Winter Springs and all first responders.

606. Seat Five Commissioner Geoff Kendrick

- Thanked first responders, medical workers, and City staff
- Noted Keeth Elementary had a great garden and mentioned the Spring Fling that was held at the Pam Carroll Pavillion. Recommended the venue to everyone.
- Highlighted the work City staff is still doing including all new lights in Oak Forest entrances, parking lot with 65 spaces now outside of General Public with not one tree cut down, renovations underway at the Senior Center, and streets being paved.
- Highlighted www.prepareseminole.org and www.coronavirus.gov as most reliable sources of information
- Noted the recent retirement of Parks and Recreation Director Chris Caldwell and said as soon as possible we need to celebrate his retirement and the work that he has done here.

A proclamation of support and heartfelt gratitude for all those on the front lines of the COVID-19 response was requested to be drafted and pushed out. The Commission and Mayor unanimously agreed.

607. Mayor Charles Lacey

- Noted that Seminole County has been very solicitous of city input on county policy and been a good partner.

608. Seat One Commissioner Jean Hovey

- Noted that Winter Springs and Layer Elementary Schools also had teacher parades and that they were very nice events
- Inquired about potential cancellations or rescheduling of the Celebration of Freedom event and the Volunteer Appreciation Dinner.
 - Shawn – postponed everything thru end of April and everything else wait and see
- Mentioned seeing the Seminole County news conference and noted that crime is down and appreciation for people following the rules.

PUBLIC INPUT

Mayor Lacey opened "Public Input".

Mr. Kevin McCann, 1109 Pheasant Circle, Winter Springs, Florida – spoke of uncertainty and difficulty in accessing loans for small businesses. Encourage people to support businesses

Mayor Lacey closed "Public Input".

ADJOURNMENT

Mayor Lacey adjourned the Regular Meeting at 9:38 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN GOWAN
INTERIM CITY CLERK

APPROVED:

MAYOR CHARLES LACEY

NOTE: These Minutes were approved at the _____, 2020 City Commission Regular Meeting.



PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | APRIL 27, 2020

REGULAR MEETING

TITLE

Second Reading of Ordinance 2020-02 amending Chapter 20 Zoning related Town Center District Code along with State Road 434 and Tuskawilla road corridors.

SUMMARY

During the City Commission workshop process, the City Commission directed the City Attorney and staff to prepare an Ordinance to update Chapter 20 with regards to setbacks, building frontage, buffer, and streetscape requirements in the Town Center Zoning District and the 434 Corridor/Tuskawilla Road corridor. Additionally, the City Commission directed the Ordinance to reduce multiple waiver requests in the Town Center Code and to consolidate the Town Center Code process with the regular development permit process under the City Code for purposes of standardizing development permit procedure and eliminating any unintended steps.

The City Commission has previously recognized that since the Town Center District Code's adoption in 2000, the Town Center has operated, in many respects, under its own set of rules and procedures especially regarding conditional use applications which may be filed requesting waivers from the various standard provisions of the Town Center Code. The City Commission has recently expressed an interest in standardizing the process by consolidating it with the general zoning regulations applicable to other zoning districts. The attached Ordinance was prepared at the City Commission's direction.

The Planning and Zoning Board unanimously approved this Ordinance at the April 1st, 2020 Planning and Zoning Board meeting.

The City Commission unanimously approved the First Reading of this Ordinance at the April 13th, 2020 City Commission meeting.

Recommendation

Staff recommends the City Commission conduct a Public Hearing for consideration of passing Ordinance 2020-02 on Second Reading.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AMENDING CHAPTER 20 ZONING RELATED TO STREETScape REQUIREMENTS ALONG THE STATE ROAD 434 AND TUSKAWILLA ROAD CORRIDORS; SPECIFICALLY AMENDING THE TOWN CENTER DISTRICT CODE, STATE ROAD 434 CORRIDOR OVERLAY DISTRICT AND SUPPLEMENTAL ZONING DISTRICT REQUIREMENTS; MODIFYING BUILDING SETBACKS, BUILDING STEP-BACKS AND BUILDING HEIGHT REQUIREMENTS WITHIN THE TOWN CENTER DISTRICT AND STATE ROAD 434 CORRIDOR OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE; AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission previously adopted the Town Center District Code and the State Road 434 Corridor Overlay District which govern development of property along the State Road 434; and

WHEREAS, in consideration of recent citizen and developer input regarding the development of land along the State Road 434 corridor and Tuskawilla Road, the City Commission finds that modifications to the Town Center District Code, State Road 434 Corridor Overlay District and Supplemental Zoning District regulations are necessary to enhance aesthetics, public safety, property values and the pedestrian and natural environment related to building orientation, streetscape and travel along the State Road 434 and Tuskawilla Road corridors; and

WHEREAS, the City Commission hereby finds that State Road 434 and Tuskawilla are major roadway corridors that run through the heart of the jurisdictional limits of the City, and that each corridor has unique streetscape attributes that impact the overall appearance and quality of life of the Winter Springs community; and

WHEREAS, the City Commission also finds that creating and maintaining a sustainable streetscape along the State Road 434 and Tuskawilla corridors will play an important role in forming the visual image of Winter Springs being a sustainable city, and will be an important

effective strategy to mitigate against the occurrence of urban blight and deterioration, and alternatively, be an effective strategy to help the City provide an attractive, safe and healthy sustainable urban environment and achieve sustainable development and economic prosperity; and

WHEREAS, creating and maintaining a sustainable streetscape ensures that spaces are long-lasting and function as a part of the greater ecosystem employing technologies that manage stormwater runoff and reduce carbon footprint, improve pedestrian space, health and safety, improve aesthetics, reduce urban noise and light pollution, and overall help create a better place and image for present and future residents and businesses within the City of Winter Springs; and

WHEREAS, on _____, the City’s Land Planning Agency reviewed the proposed amendments to the Town Center District Code, State Road 434 Corridor Overlay District and Supplemental Zoning Regulations and has found the amendments consistent with the City’s Comprehensive Plan and recommends approval of the amendments; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Commission of Winter Springs.

Section 2. **SR 434 and Tuskawilla Road Streetscape Corridor Requirements.** The City of Winter Springs Code of Ordinances, Chapter 20, Zoning, Article VII, SR 434 and Tuskawilla Road Streetscape Corridor Requirements is hereby created as set forth below (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

CHAPTER 20 – ZONING

ARTICLE VII. S.R. 434 AND TUSKAWILLA ROAD STREETSCAPE REQUIREMENTS.

Sec. 20-600. – Intent.

State Road 434 and Tuskawilla Road are major roadway corridors that run through the heart of the jurisdictional limits of the City, and these roadways have unique streetscape attributes that impact the overall appearance and quality of life of the Winter Springs community. The intent of this Article is to create and maintain a sustainable streetscape strategy along the State Road 434 and Tuskawilla corridors that will play an important role in forming the visual image of Winter Springs being a sustainable city. It is further the intent of this sustainable streetscape

strategy to mitigate against the occurrence of urban blight and deterioration, and to employ streetscape strategies that more effectively manage stormwater runoff and reduce carbon footprint, improve pedestrian space, health and safety, improve aesthetics, enhance property values, reduce urban noise and light pollution, and overall help create a better place and image for present and future residents and businesses within the City of Winter Springs. It is not the intent of this section to mandate the dedication or conveyance of additional public right-of-way along said corridors from development in order to accomplish the required streetscape treatment. This section also does not apply to properties that were previously developed prior to the adoption of this article unless and until such properties seek to redevelop.

Sec. 20-605. – Streetscape Requirements.

(a) There shall be a minimum streetscape area of 27 feet in depth for properties located along the State Road 434 and Tuskawilla Road corridors.

(b) The total 27 feet of required streetscape area shall consist of three component parts which include: (i) 5-foot landscape area; (ii) 6-foot sidewalk; and (iii) 16-foot landscape and treescape area for planting canopy trees which will line the right-of-way and installing any authorized street furnishings.

(c) Depending on the existing depth of available right-of-way for streetscape, the 27 feet will either be entirely within the right-of-way or entirely on the subject property under development or a combination of both the available right-of-way and the subject property. For example, as illustrated in Section 20-610 of this article, there are three possible required streetscape scenarios:

1. If there is 27 feet of existing right-of-way, the streetscape is required to be located entirely within the right-of-way.
2. If there is no existing available right-of-way, the streetscape is required to be located entirely on the subject property.
3. If there is only 10 feet of available right-of-way, the streetscape is required to be located within the 10 feet of available right-of-way and within 17 feet of the subject property, etc.

For purposes of this subsection, the term “available” means that the authority with jurisdiction over the right-of-way has granted permission to construct, install and maintain the streetscape required by this article.

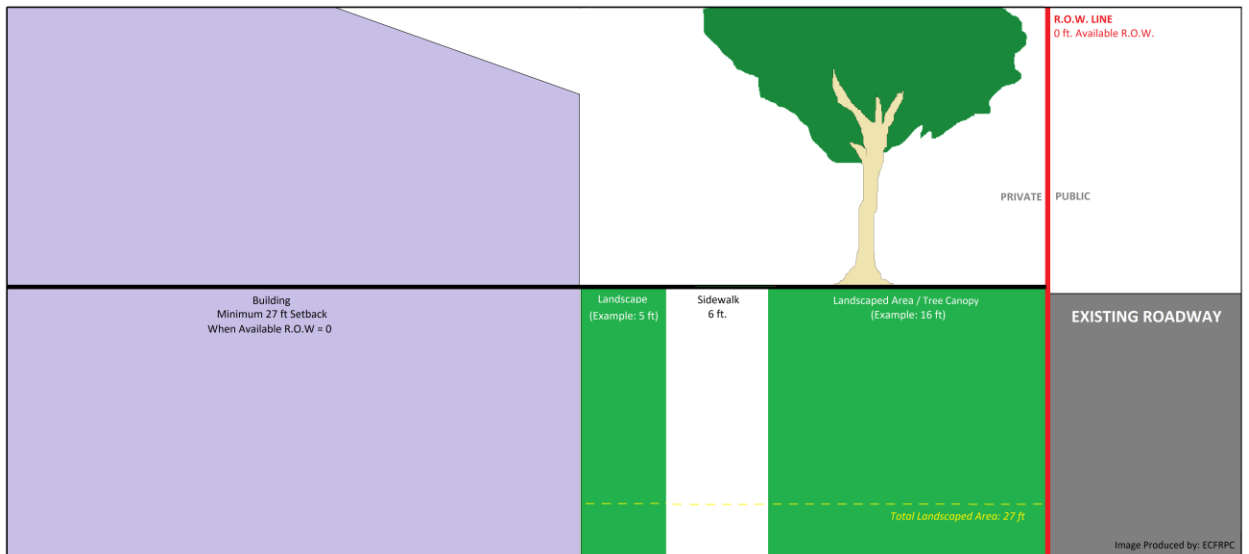
(d) Streetscape trees required to be planted under this article shall be canopy trees of the size and type authorized on the City’s approved species list for streetscape canopy trees. Trees shall be planted within the required 16 foot landscape area between the sidewalk and roadway with a minimum 15 foot separation between trees. Authorized street furnishing may also be installed

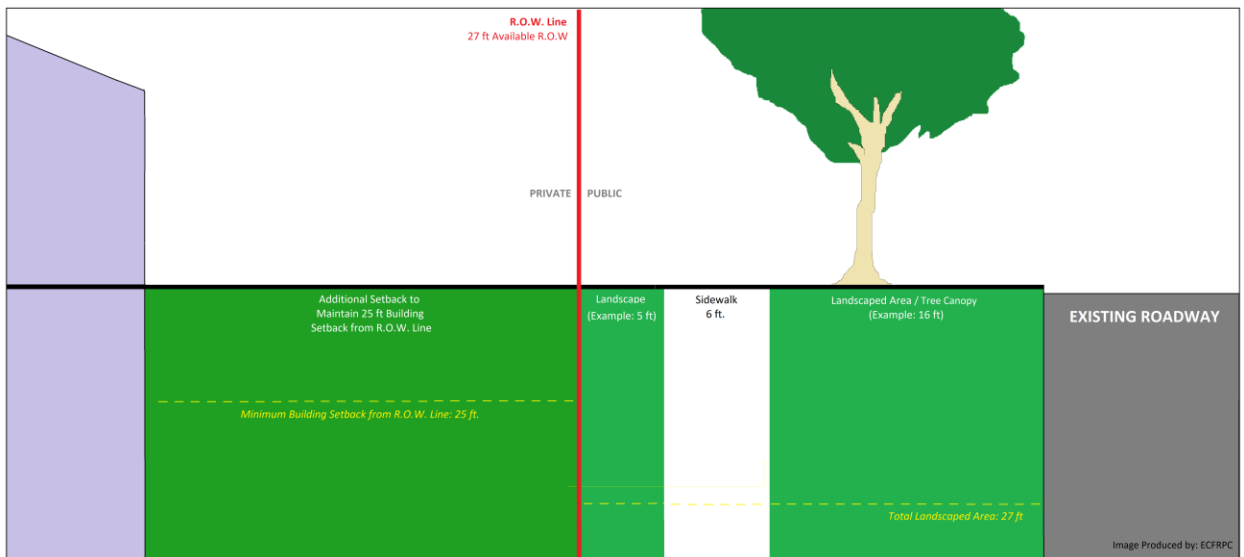
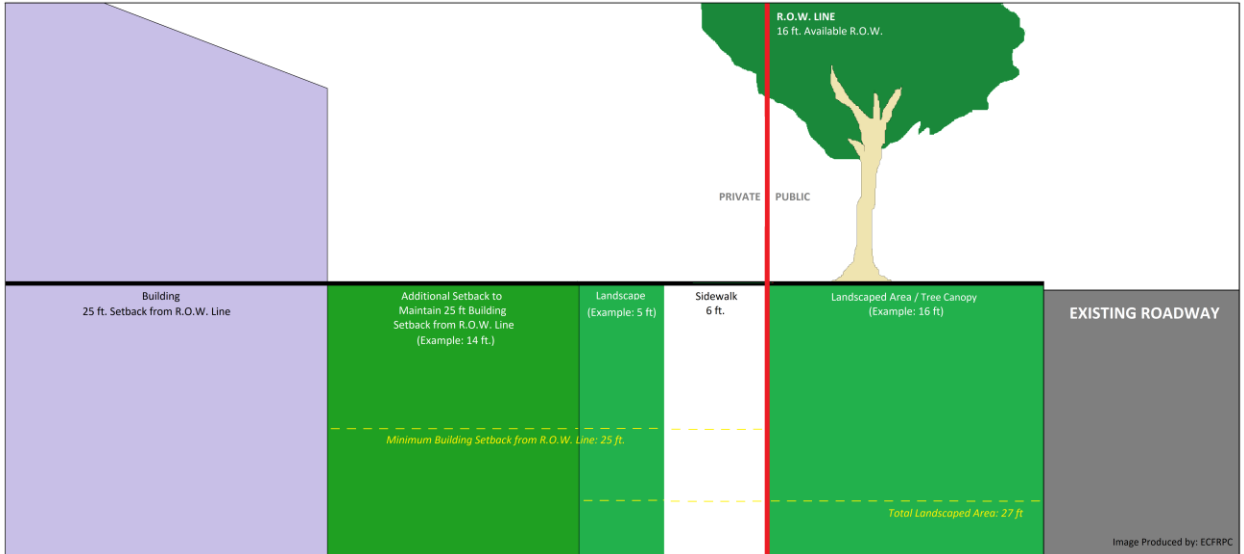
and maintained within the 16 foot landscape area such as benches, bus shelters, lighting, trash receptacles, bicycle racks, and public signage and art.

(e) Regardless of where the required streetscape is located, any building constructed on the subject property shall be required to be satisfy the required front setback from the right-of-way boundary. Buildings cannot be located within the required streetscape area so in instances when the subject development property is required to be used for streetscape in excess of 25 feet, the building front setback will be greater than 25 ft in order to accommodate the streetscape required by this article.

Sec. 20-610. Appropriate Streetscape Illustrations.

The following streetscape illustrations are examples of streetscapes that comply with the requirements of this article, and shall be used as a guide for determining compliance with this article:





CHAPTER 20 – ZONING

DIVISION 12. – TOWN CENTER DISTRICT CODE

Section 3. Town Center District Code Amendments. The City of Winter Springs Code of Ordinances, Chapter 20, Article III, Division 12, Town Center District Code, is hereby amended as set forth below (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 20, Article III, Division 12. It is intended that the text in Chapter 20, Article III, Division 12 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

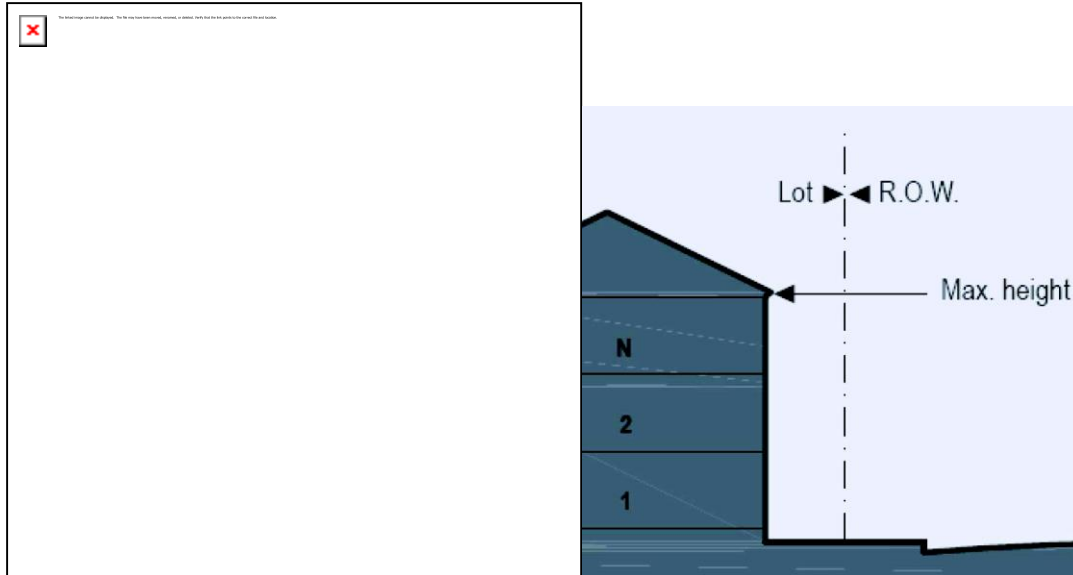
CHAPTER 20 – ZONING

DIVISION 12. – TOWN CENTER DISTRICT CODE

Sec. 20-324. - General provisions.

The following general provisions apply to all street types.

- (12) *Building height.* Proposed buildings greater than three (3) stories in height shall require conditional use review and permit. Cupolas, spires, domes, pinnacles, chimneys, penthouses and similar architectural features may be erected to a height greater than any limit prescribed in this Code provided, each feature does not exceed six hundred (600) square feet in area and does not extend more than thirty (30) feet above the designated height limit for each transect zone. Building height is measured as the vertical distance from the lowest point on the tallest side of the structure to the top of the cornice, eave or similar architectural feature. Subject to aesthetic review approval, buildings greater than three (3) stories must have a building step-back consisting of an architectural design element that is applied to each story above three (3) stories of the development. A step back requires that any portion of a building above three (3) stories is further pushed-in towards the center of the property for purposes of reducing the scale of the building and enhancing its aesthetic character while exposing and emphasizing the ground-level elements of a structure, increasing views of surroundings areas, and increasing solar and wind pass through.



Sec. 20-325 – Transect Standards.

(b) *Transect zone design standards.*

T5 (Urban Center Zone)

(1) *Description.* The T5 urban center zone comprises the core of the town center and is synonymous with the city’s urban central business district. It shall consist of a higher intensity mix of uses that include retail, offices, and residential. T5 areas typically have fairly small blocks with wide sidewalks regularly- spaced tree plantings, ~~and buildings set close to the street.~~

(2) *Dimensional requirements.* Applications are subject to standard administrative provisions in section 20-321 of this Code.

Lot Design Guidelines	
Lot orientation	
Lot width	18 ft. min., 180 ft. max.

Lot Design Guidelines	
Lot depth	30 ft. min., 160 ft. max.
Lot coverage	100% max.
Principle building setbacks (from property line)	
Front/principle plane	<u>0 25 ft.-8-50 ft. max (from front property line). The minimum required front setback shall be the average of the front setback of the two developed lots abutting each side of the property. When one or more of the abutting lots is vacant, the next developed lot on the same block shall be used. When there is only one abutting lot on the same block face, it shall be used in this calculation.</u>
Rear	3 15 ft. (from rear property line)
Side	0 5 ft. min, 24 100 ft. max. (from side property line)
Frontage buildout	80 20% min. (at front setback)
Accessory building setbacks	
Front	20 ft. min. + building setback (from front property line)
Rear	3 15 ft. min. (from rear property line).
Side	0 5 ft. min. (from side property line)
Building height	
Principle	2 stories min., 5 stories max. *
Accessory	2 stories min.
Private frontages	
Common yard	Prohibited

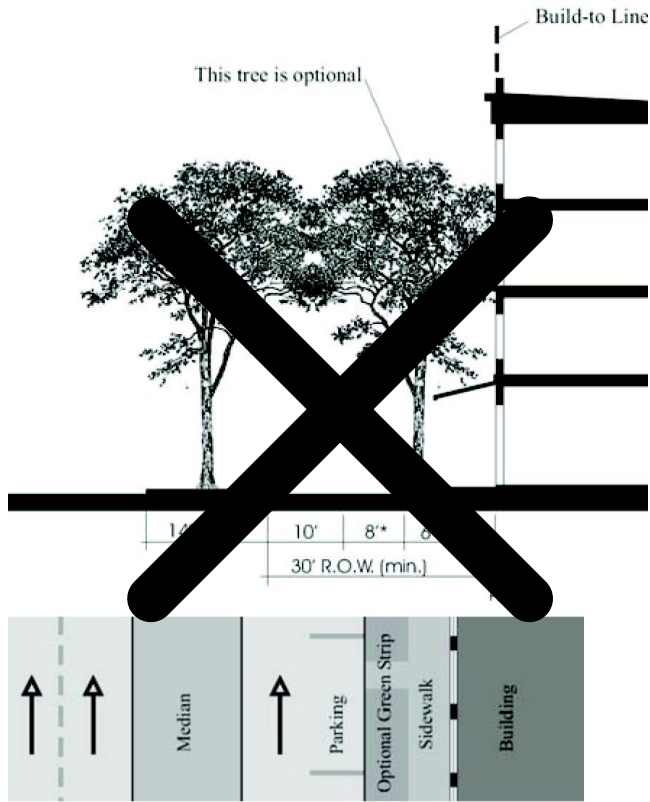
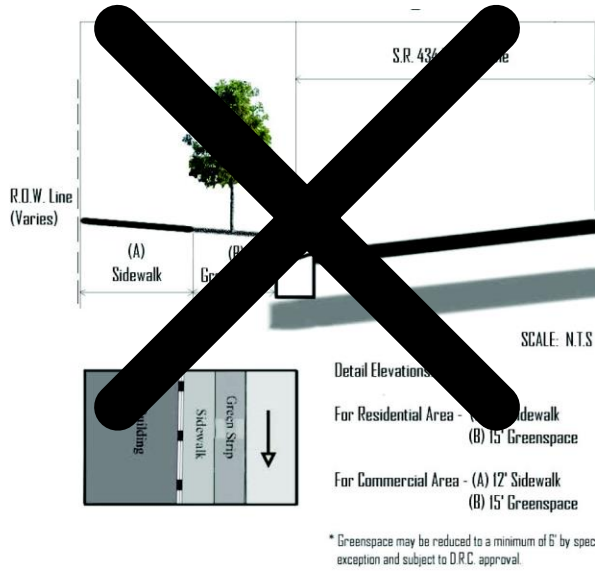
Lot Design Guidelines	
Porch and fence	Permitted
Terrace/light court	Permitted
Forecourt	Permitted
Stoop	Permitted
Shopfront, awning and balcony	Permitted
Gallery/arcade/colonnade	Permitted

(c) *Thoroughfare standards.*

(2) SR 434 Street Edge. The streetscape requirements set forth in Chapter 20, Article VII S.R. 434 and Tuskawilla Road Streetscape Requirements shall apply.

~~(Each are acceptable options. Proposed parking configurations will be evaluated and can consist of angled, parallel, or back in angle parking).~~

[THE FOLLOWING ILLUSTRATIONS ARE HEREBY REPEALED AND SHALL BE REMOVED FROM THE CITY CODE]



Section 4. SR 434 Amendments. The City of Winter Springs Code of Ordinances, Chapter 20, Article VI, Division 2, S.R. 434 Corridor Vision Plan is hereby amended as set forth below (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 20, Article VI, Division 2. It is intended that the text in Chapter 20, Article VI, Division 2 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

DIVISION 2. - GENERAL DESIGN STANDARDS FOR NEW DEVELOPMENT AREA

Sec. 20-464. - Building height.

Proposed buildings greater than three (3) stories in height shall require conditional use review and permit. However, No building shall exceed five (5) stories in height. For the purpose of these design standards, building height shall be measured from ground level to the highest point of the coping of a flat roof or the mean height level between eaves and ridge for gable, hip or gambrel roofs. Cupolas, spires, domes, pinnacles, chimneys, penthouses and similar architectural features may be erected to a height greater than any limit prescribed in this Code provided, each feature does not exceed six hundred (600) square feet in area and does not extend more than thirty-feet above the designated height limit. Building height is measured as the vertical distance from the lowest point on the tallest side of the structure to the top of the cornice, eave or similar architectural feature. Subject to aesthetic review approval, buildings greater than three (3) stories must have a building step-back consisting of an architectural design element that is applied to each story above three (3) stories of the development. A step back requires that any portion of a building above three (3) stories is further pushed-in towards the center of the property for purposes of reducing the scale of the building and enhancing its aesthetic character while exposing and emphasizing the ground-level elements of a structure, increasing views of surroundings areas, and increasing solar and wind pass through.

Sec. 20-465. - Setbacks.

It is the intent of the City to create a sense of place along the S.R. 434 Overlay corridor. ~~It has been determined that a zero-foot setback allows flexibility in site and building design, and eliminates suburban sprawl. Buildings that are constructed to the property line are encouraged. No improvement shall be located on any property closer to any property line than the minimum setbacks set forth below:~~

Buildings	
S.R. 434	Minimum 0 <u>25</u> -feet, Maximum 100-feet
Collector Street	Minimum 0 <u>25</u> -feet, Maximum 50 <u>100</u> -feet
Internal Street/ <u>Alley</u>	Minimum 0 <u>5</u> -feet, Maximum 25-feet
Side	Minimum 10-feet
Rear	Minimum 10-feet

(b) The following improvements are specifically excluded from the setback restrictions:

- (1) Steps and walks;
- (2) Landscaping and landscape berms;
- (3) Planters three (3) feet in height or less; or
- (4) Other improvements such as balconies, stoops, and awnings may be permitted under applicable regulations of the city.

Sec. 20-466. ~~Reserved~~ Required Streetscape. The streetscape requirements set forth in Chapter 20, Article VII S.R. 434 and Tuskawilla Road Streetscape Requirements shall apply.

Section 5. 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 6. Incorporation Into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 7. 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 8. 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 regular meeting assembled on the _____ day of _____, 2020.

CHARLES LACEY, Mayor

ATTEST:

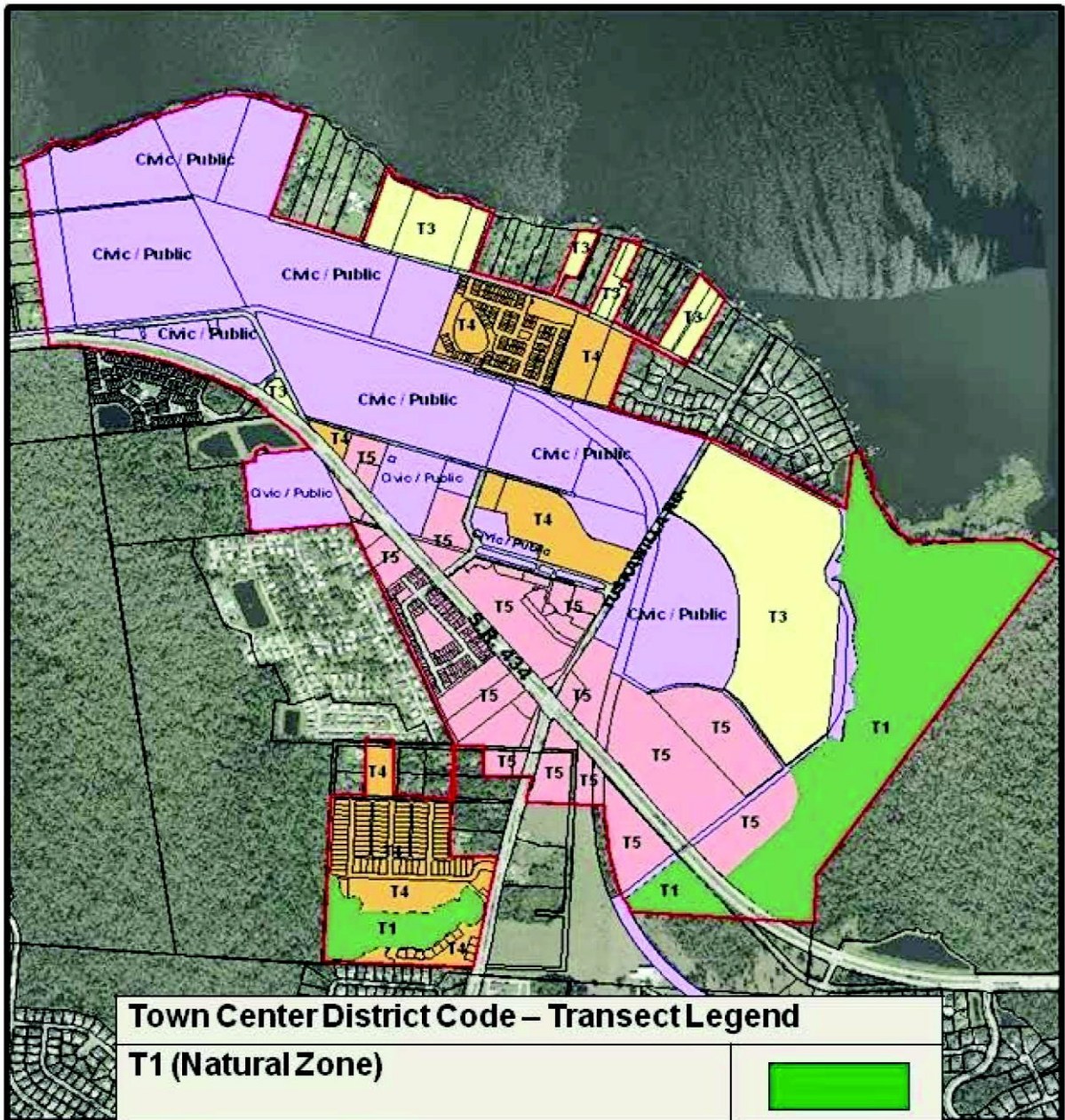
CHRISTIAN GOWAN
Interim City Clerk

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY
FOR THE CITY OF WINTER SPRINGS ONLY.**


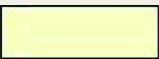


ANTHONY A. GARGANESE
City Attorney

First Reading:
Legal Ad Published:
Effective Date:

Town Center District Transect Map



Town Center District Code – Transect Legend

T1 (Natural Zone)	
T3 (Suburban Zone)	
T4 (General Urban Zone)	
T5 (Urban Center Zone)	
C/P (Civic/Public)	