

Mayor  
Buddy Dyer



Chief Procurement Officer  
David Billingsley, CPSM, C.P.M.

**CITY OF ORLANDO  
REQUEST FOR PROPOSALS (RFP)**

**DATE OF ISSUE:** MONDAY, AUGUST 2, 2021  
**RFP DUE DATE:** THURSDAY, SEPTEMBER 9, 2021  
**RFP DUE TIME:** 2:00 p.m., Local Time, City of Orlando, FL

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS  
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED NON-  
RESPONSIVE**

**RFP TITLE:** MARKETING SERVICES FOR DDB  
**RFP NO:** RFP21-0353

**THIS IS NOT AN ORDER**

**DIRECT ALL INQUIRIES TO:** Angela L. Thomas, MBA, CPPB, Purchasing Agent Senior  
**Phone:** (407) 246-2563  
**Email:** Angela.Thomas@Orlando.gov

**BUSINESS NAME & ADDRESS:**

**CONTACT INFORMATION:**

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name of Contact Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Contact City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Telephone Number

\_\_\_\_\_  
Business Email Address

\_\_\_\_\_  
Contact Email Address

## REQUEST FOR PROPOSALS INFORMATION

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposals. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposals. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award and other information:
  - A. The City of Orlando Procurement and Contracts Division's Website:  
<http://www.orlando.gov/procurement/solicitations/>  
If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.
  - B. Direct link to eSupplier VendorLink Website:  
<https://vendorlink.orlando.gov/common/default.aspx>  
You may also access the same solicitation information by visiting the City's eSupplier VendorLink website directly by copying the above link in your web browser.
2. You may visit the Procurement and Contracts Division, during normal business hours, to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

**TABLE OF CONTENTS**

	<b>Page</b>
1.0 DESCRIPTION OF PROJECT.....	6
2.0 BACKGROUND AND STATISTICAL INFORMATION .....	6
3.0 TERM OF CONTRACT.....	6
4.0 PROPOSAL SCHEDULE .....	6
5.0 SCOPE OF SERVICES .....	6
6.0 PRE-PROPOSAL CONFERENCE .....	9
7.0 PROPOSAL DUE DATE AND TIME.....	10
8.0 PROPOSAL PREPARATION AND FORMAT.....	11
9.0 PROPOSAL SUBMITTALS .....	13
10.0 DELIVERY OF PROPOSALS.....	16
11.0 CONFORMANCE TO SOLICITATION.....	17
12.0 EVALUATION CRITERIA .....	18
13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS.....	18
14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING SOLICITATION OR PROPOSAL PROCESS.....	20
15.0 ADDITIONAL INFORMATION.....	21
16.0 ADDENDUM TO REQUEST FOR PROPOSALS.....	22
17.0 APPLICABLE LAW .....	22
18.0 CONTRACT .....	22
19.0 EXECUTION OF CONTRACT .....	22
20.0 EMPLOYMENT ELIGIBILITY; E-VERIFY .....	22
21.0 RIGHT TO AUDIT RECORDS .....	22
22.0 FISCAL YEAR FUNDING APPROPRIATION .....	23
23.0 PUBLIC ENTITY CRIMES .....	23
24.0 PROMPT PAYMENT ACT .....	23
25.0 INVOICES .....	23

26.0 DISPUTE RESOLUTION ..... 24

27.0 INSURANCE / PERFORMANCE BONDS..... 24

28.0 FLORIDA SALES TAX..... 25

29.0 DRUG-FREE WORKPLACE CERTIFICATION ..... 25

30.0 AMERICANS WITH DISABILITIES ACT ..... 25

31.0 RECIPROCAL LOCAL PREFERENCE ..... 25

32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES..... 25

33.0 FOREIGN CORPORATION ..... 26

34.0 SUBCONTRACTORS..... 26

35.0 PURCHASING CARD PROGRAM ..... 26

36.0 LIVING WAGE POLICY ..... 27

37.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES .. 27

38.0 SOFTWARE LICENSES ..... 28

39.0 GOVERNING LAW/VENUE ..... 29

40.0 RECOVERED MATERIALS..... 29

**ATTACHMENTS**

ATTACHMENT “A” – PRE-PROPOSAL CONFERENCE  
ATTENDANCE NOTIFICATION FORM..... 30

ATTACHMENT “B” – PROPOSER’S CERTIFICATION..... 32

ATTACHMENT “C” – CONFLICT OF INTEREST DISCLOSURE FORM ..... 34

ATTACHMENT “D” – CERTIFICATION REGARDING PROHIBITION AGAINST  
CONTRACTING WITH SCRUTINIZED COMPANIES..... 36

ATTACHMENT “E” – CONFIDENTIAL AND/OR PROPRIETARY INFORMATION  
EXEMPTION FORM..... 38

ATTACHMENT “F” – ADDENDUM RECEIPT VERIFICATION..... 40

ATTACHMENT “G” – REFERENCES..... 42

ATTACHMENT “H” – MINORITY/WOMEN-OWNED  
BUSINESS ENTERPRISE PARTICIPATION ..... 44

ATTACHMENT “I” – VETERAN BUSINESS ENTERPRISE PARTICIPATION..... 48

ATTACHMENT “J” – QUESTIONS REGARDING  
SOLICITATION OR PROPOSAL PROCESS FORM..... 51

ATTACHMENT “K” – PRICE PROPOSAL..... 54

**EXHIBITS**

EXHIBIT “A” – CONTRACT..... 59

## REQUEST FOR PROPOSALS FOR MARKETING SERVICE

### 1.0 **DESCRIPTION OF PROJECT:**

The City of Orlando (City), on behalf of the Downtown Development Board (DDB), is issuing this Request for Proposals (RFP) to obtain proposals for marketing and creative services from proposers interested in performing the services described herein. The DDB may select one or more firms (Consultants) to provide the services contemplated herein as necessary to meet DDB's anticipated marketing needs.

### 2.0 **BACKGROUND AND STATISTICAL INFORMATION:**

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beach line Expressway.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

### 3.0 **TERM OF CONTRACT:**

It is the intent of the DDB to award one or more Contracts for an initial two (2) year term to begin upon approval and execution by the DDB, which is anticipated to occur on or around November 8, 2021. Contract(s) may, by mutual written assent of the parties, be extended for up to three (3) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

### 4.0 **PROPOSAL SCHEDULE:**

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer ("CPO") of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

<b>Action:</b>	<b>Date:</b>
RFP Released	Monday, August 2, 2021
Pre-Proposal Conference	Tuesday, August 17, 2021 at 11:00 am., Local Time
Cut-off date for Questions by Respondents	Monday, August 30, 2021 at 5:00 pm., Local Time
Proposal Due Date and Time	Thursday, September 9, 2021 at 2:00 pm, Local Time
Review and Evaluation of Proposals	September 2021

## 5.0 SCOPE OF SERVICES:

### 5.1 Introduction

Downtown Orlando is a premiere destination featuring a wide array of amenities, including the best in sports and entertainment. With many experiences to choose from, including cultural events, museums, a multitude of nightlife options, and award-winning Main Street Districts, downtown Orlando offers something for residents and visitors alike. And while the downtown adapts to changes resulting from COVID-19, it continues to grow with exciting new developments, destinations, and experiences that keep people coming back, safely, to discover downtown Orlando. It is the DDB's aim to provide the nation's highest quality urban environment.

Please visit *DowntownOrlando.com* to learn more about downtown's history, things to do, business statistics, and more.

The mission of the DDB is to strengthen the role of downtown Orlando as the economic, governmental, and cultural center of Central Florida. The DDB is responsible for the planning, implementation, and administration of the City's core area redevelopment and development program. The DDB seeks to position downtown Orlando as a premier location for residents, visitors, and businesses in order to amplify economic development. The DDB aims to promote downtown Orlando to increase leisure visitation from in-market, out of market, and drive-market audiences, as well as to attract more people to live and work downtown.

The primary target audiences for DDB's marketing efforts are anticipated to be:

- Leisure visitors and business patrons
  - In-market and out-of-market visitors who seek an authentic, urban experience
- Residents/Lifestyle
  - People who live and work in downtown Orlando as well as those who appreciate the verve of an urban city center and want a lifestyle experience that includes centrality, diversity, and urban energy
- Business
  - Businesses, owners and founders, C-suite executives, developers, site selectors, and commercial real estate brokers

### 5.2 Budget

The historical average marketing budget per fiscal year (12-month period) has been approximately \$400,000, of which approximately \$130,000 is allocated to recurring services and costs in fiscal year 2020-2021 which do not run through Consultant(s). The remaining \$270,000 is anticipated to be available for marketing costs, including the selected Consultant(s) fees as well as the costs of producing and placing any marketing materials. Each fiscal year's marketing budget is dependent upon the availability of funds and the allocation by the DDB and as a result may be higher or lower than the average amount.

### 5.3 Scope of Work

Over the term of the contract, the Consultant or Consultants selected may be asked to perform a variety of marketing and communication services, including but not limited to:

- Market investigations
- Campaign tracking and benchmarking
- Media plans
- Media buys
- Marketing plans & strategy
- Public relations support
- Graphics design
- Collateral design
- Marketing DDB programs, initiatives, or services
- Photo shoot coordination
- Video production
- Creation of taglines, slogans, and/or hashtags
- Social media content development
- Content creation and copywriting (agency may be asked to develop new or revise and refine existing content for webpages, publications like brochures and fliers, social media and other uses)

The DDB may require additional services to be performed that relate to marketing, advertising, design, printing, writing, or research and development. Consultants may perform services directly or through subcontractors managed by the Consultants.

Consultants will be expected to provide project management of the campaigns as well as regularly update the DDB Marketing and Communications Manager or other assigned project leads regarding campaigns and other activities. Consultants shall provide reports on invoicing, evaluation, and other ad hoc reports as requested by the DDB.

For any work assigned under the contract, it is anticipated, that the Consultant would be expected to:

- Schedule and conduct planning meetings as needed with the DDB Marketing & Communications Manager or other assigned project lead.
- Provide a project planning calendar with key milestones to ensure DDB deadlines are met.
- Ensure performance measures and benchmarks are provided with campaigns.
- Ensure marketing materials comply with DDB brand guidelines.
- Ensure payments to sub-vendors, media partners, or others are made in accordance with DDB policies and procedures.

Consultant(s) shall not issue news releases pertaining to any aspect of the services being provided nor shall it use the names, logos or images of the DDB or any data or results arising from the performance of work under the contract, as a part of any advertising under the contract to DDB without the prior, written consent of the DDB Marketing & Communications Manager or designee. All such requests shall be directed to the DDB



Marketing & Communications Manager or designee, who shall coordinate such approvals to be granted, if any.

#### **5.4 Task Orders.**

The Consultant(s) may be asked to perform work (“Work”) of the type generally described in this solicitation. All Task Orders shall be in writing and agreed upon and signed by both parties prior to any Work being performed. Task Orders shall define the Work to be performed and the compensation to be paid by the DDB for such Work. As appropriate for the task and agreed to be by the parties, such compensation may be hourly, lump sum, or such other compensation method as mutually agreed upon by the parties. The City’s Chief Procurement Officer (“CPO”) or his designee shall have authority to issue and sign Task Orders on behalf of the DDB. Unless expressly agreed otherwise in a Task Order, all Work shall be performed in accordance with the terms and specifications of this solicitation and the Contract. The DDB shall have the sole discretion to determine the Work, if any, that may be assigned pursuant to a Contract arising from this solicitation. The services provided under any Contract arising from this solicitation shall be provided on a non-exclusive basis and the DDB expressly reserves the right procure the same or similar services from other providers of such services during the term of any Contract.

### **6.0 PRE-PROPOSAL CONFERENCE:**

#### **6.1 Date**

A Non-Mandatory Pre-Proposal Conference will be held via Microsoft Teams on Tuesday, August 17, 2021 at 11:00 a.m., Local Time, City of Orlando, FL.

1. Select a method to join

Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: <https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

2. Choose your device and download Teams

Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

3. Join the virtual meeting

- a. Online:  
[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F1%2Fmeetup-join%2F19%3Ameeting\\_YjE1NzBhZGIzMmYxNy00ZTIILTg1ZmQtMTIyZWYzNmRIOTY4%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=551f277d-6e80-4d67-b82f-6665a6171175&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F1%2Fmeetup-join%2F19%3Ameeting_YjE1NzBhZGIzMmYxNy00ZTIILTg1ZmQtMTIyZWYzNmRIOTY4%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=551f277d-6e80-4d67-b82f-6665a6171175&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true)
- b. Call into the virtual meeting by dialing this phone number:  
**321-247-7568**
- c. Once dialed-in and prompted, enter the Conference ID:  
**233 540 188#**

Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.

4. Provide live public comment:

An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

If participating the Pre-Proposal Conference via Teams, participants should email [Angela.Thomas@orlando.gov](mailto:Angela.Thomas@orlando.gov) their completed Pre-Proposal Conference Attendance Notification Form located in Attachment "A" by August 13, 2021.

6.2 Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City and DDB representatives of any requirements of this Request for Proposals. Representatives from the Procurement and Contracts Division and a technical representative from the DDB will be present to discuss the project and answer questions.

6.3 Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposals, or supplemental instructions will be in the form of a written addendum from the Procurement and Contracts Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

#### 6.4 Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "B", include questions, Attachment "K", if any, and return via fax to:

Angela L. Thomas, MBA, CPPB, Purchasing Agent Senior  
City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2563  
Fax: (407) 246-2869  
Email: [Angela.Thomas@Orlando.gov](mailto:Angela.Thomas@Orlando.gov)  
Website: <http://www.Orlando.gov/procurement/>

### 7.0 **PROPOSAL DUE DATE AND TIME:**

#### 7.1 Proposal Due Date

Sealed Proposals must be submitted electronically and received by Procurement and Contracts Division, no later than **2:00 p.m., Local Time, City of Orlando, FL, on Thursday, September 9, 2021.** Proposals received after this date and time, will not be considered.

#### 7.2 Public Opening

Proposals will be publicly opened and announced by the Procurement and Contracts Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

#### Instructions to join the solicitation opening virtual meeting:

##### A. Select a method to join

Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit: <https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

##### B. Choose your device and download Teams

Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

## C. Join the virtual meeting

## a. Online:

[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F\\_%23%2F1%2Fmeetup-join%2F19%3Ameeting\\_NzYwYTA4MDMtYWNkZS00ZWQyLWE1ZmEtYWZmMTdmMzZkODRk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=acc8b6a8-c90c-439a-8915-2b3d0f58271f&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F1%2Fmeetup-join%2F19%3Ameeting_NzYwYTA4MDMtYWNkZS00ZWQyLWE1ZmEtYWZmMTdmMzZkODRk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25227594da9b-294b-4acf-913b-d159ae921564%2522%252c%2522Oid%2522%253a%2522385cb248-c330-4435-a71e-09af2b540b01%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=acc8b6a8-c90c-439a-8915-2b3d0f58271f&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true)

## b. Call into the virtual meeting by dialing this phone number:

**321-247-7568**

## c. Once dialed-in and prompted, enter the Conference ID:

**972 888 49#**

Note: Sessions may be recorded. Please turn your camera off and mute your microphone before joining the meeting.

7.3 Public Record

Proposals received in response to this Request for Proposals are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.

**8.0 PROPOSAL PREPARATION AND FORMAT:**8.1 Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposals document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

8.2 Incurred Expenses

The City and the DDB are not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposals.

8.3 Proprietary Information

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposals

and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law; provided, however, that nothing herein shall be deemed to preclude the full disclosure without redaction of any and all information submitted by Proposers to Committee members, advisors to the Committee, and City (and DDB) staff and officials administering this solicitation and evaluating the proposals.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contracts Division Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

- B. Each Proposer shall complete the “Confidential and/or Proprietary Information Exemption Form”, included with this Request for Proposals as Attachment “E”, and submit the form with their Proposal.
- C. In addition to the Proposal submitted pursuant to Section 9.0, a Proposer asserting any exemptions from public disclosure regarding any portions of its Proposal shall also provide a redacted copy of its Proposal in electronic format suitable for public disclosure, redacting only such portions of its proposal identified on Attachment “E” as exempt from disclosure under an applicable law.
- D. By submitting a proposal, a Proposer acknowledges and agrees that should it designate any materials submitted to the City as confidential or exempt from public disclosure, the Proposer will upon the request of City (at the City’s discretion) defend the City and DDB (and their employees, Committee members and advisors, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Proposer's designation of material as confidential or exempt from public disclosure. A Proposer shall indemnify and hold harmless the City and DDB (and their employees, Committee members and advisors, agents and elected and appointed officials) from any and all claims, actions, suits, judgements, fines, costs, fees (including attorneys' fees), related to the Proposer’s designation of material as confidential or exempt from public disclosure.
- E. Nothing herein shall be deemed to preclude the City or the DDB from exercising their own judgment regarding the disclosure of records and the City and DDB may take any action that the City or DDB in good faith believes is necessary for the City or DDB to comply with federal

and/or Florida public records laws, including but not limited to filing a declaratory action.

- F. All Proposals received from Proposers in response to this Request for Proposals will become the property of the City of Orlando and DDB and will not be returned to the Proposers.

## 9.0 PROPOSAL SUBMITTALS:

### Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

- A. Title Page  
Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: **RFP21-0353, MARKETING SERVICES FOR DDB.**
- B. Table of Contents  
Include a clear identification of the material by section and by page number.
- C. Letter of Transmittal  
1. Limit to two (2) pages.  
2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.  
3. Provide the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- D. Proposer's Certification  
By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.  
  
Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposals as Attachment "C", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.
- E. Conflict of Interest Disclosure  
Proposer shall provide the required "Conflict of Interest Disclosure Form" as attached to this RFP as Attachment "D".
- F. General Business Information  
Proposals shall provide:  
1. Legal Name of Proposer, the address of Proposer's principal place of

business, phone number, fax number, name of principal in charge and email address.

2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.
3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.
4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.
5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.
6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

G. Proposer's Experience

1. Proposers shall submit a verifiable statement of the Proposer's and its subconsultant's qualifications and experience providing marketing and related services. To the extent available, Proposers should include as part of such statement with respect to both itself and its subconsultants:
  - a. Information regarding experience marketing business to business for economic development purposes;
  - b. Information regarding experience marketing business to consumer for tourism and destinations;
  - c. Experience working with governmental agencies; and
  - d. One or more post campaign reports that identifies campaign objectives, the media plan implemented, dollars spent, and performance or success of the campaign.

The statement of experience should be supported by the references listed as Attachment "H", which shall be completed and submitted by the Proposer with its Proposal.

2. Staff Experience

The Proposer shall submit a statement of experience and resumes of

its key personnel and the key personnel of its subconsultants who would be assigned to provide services for tasks of the type set forth in the Scope of Services.

Proposer should clearly identify the person who will serve as the primary point of contact and Account Manager for this Contract and identify the roles of the key personnel who will be assigned to provide services to the DDB

If available, Proposer are asked to include an organization chart identifying the anticipated roles of Proposer and its subconsultants in providing services to the DDB.

3. Lost Business

Provide a list of all contracts in which your firm was terminated for cause by a governmental agency.

4. Financial Stability

a. Provide a narrative description and such other information, if any, as Proposer deems necessary to demonstrate Proposer's financial strength and capacity to perform the services described for the term of the Contract.

The City reserves the right to request such additional financial information regarding Proposers as it deems necessary or appropriate from Proposers or from any other party having relevant information, including but not limited to utilizing Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

b. The Proposer shall state if there are any known financial issues that will prevent the Proposer from providing services of the type described for the term of the Contract.

c. Bankruptcies – The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

5. Litigation History

The Proposer shall describe whether Proposer is involved in any litigation, arbitration, or mediation currently or within the last five (5) years where the amount in dispute exceeded \$10,000. Proposer shall also describe whether Proposer has any outstanding judgments pending against Proposer.



- H. Examples of Creative Content  
Proposer shall provide examples of past creative materials from previous advertising campaigns for which Proposer or its subconsultants provided services. If available, Proposers should provide at three or more examples of print advertisements, digital advertisements, or billboards created by Proposer and/or its subconsultants.
- I. Confidential and/or Proprietary Information Exemption Form  
Proposer shall provide the required Confidential and/or Proprietary Information Exemption form as attached to this RFP as Attachment “F”. If Proposer asserts confidentiality to any portion of its proposal, Proposer is reminded to submit a redacted copy of its proposal pursuant to Section 8.3.C.
- J. Certification Regarding Prohibition Against Contracting With Scrutinized Companies  
Proposer shall provide the required Certification Regarding prohibition Against Contracting With Scrutinized Companies form as attached to this RFP as Attachment “E.”
- H. Price Proposal Schedule  
Proposer’s price shall be submitted on the “Price Proposal Form” in the format provided. Complete, and return with the Proposal, the Price Proposal included as Attachment “K”.
- I. Minority/Women-Owned Enterprise Participation in Subcontracts  
Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment “I.”
- J. Veteran Business Enterprise Participation in Subcontracts  
Proposer shall provide the required Veteran Business Enterprise Participation form as attached to this RFP as Attachment “J.”

## **10.0 DELIVERY OF PROPOSALS:**

10.1 Except as provided in Section 30 for people needing special accommodations, to be responsive proposals for this solicitation must be submitted electronically. Paper responses will be deemed non-responsive.

### Instructions for submitting a proposal:

- A. Once you have logged into your VendorLink account, go to the solicitation on which you want to bid, then click on “Create a Quote/Bid.”
- B. Upload the proposal to VendorLink.
- C. Verify that your uploaded document is complete.

- D. To submit the final Quote/Bid, click on the “Submit” button at the bottom of the page, and then click “OK” at the top of the page.
- E. If successfully submitted, a confirmation pop-up will appear at the bottom of the page.

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence.

#### 10.2 Proposal Binding

All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

#### 10.3 Late Proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

### 11.0 CONFORMANCE TO SOLICITATION

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City’s ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled “Questions Regarding Solicitation or Proposal Process.” If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

### 12.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposals will be evaluated for short listing (if applicable) and final ranking using the evaluation criteria set forth herein. The information that will be considered for each criteria is as follows:

- 1) Experience of Proposer and Subconsultants - This criteria will include, but will not be limited to, evaluation of Proposer’s and its subconsultants’ general statement of experience and qualifications, their staffs’ experience, lost business of Proposer, reference responses, financial stability and litigation history.
- 2) Samples of Creative Content - This criteria will include, but will not be limited to, evaluation of samples of past work product submitted.
- 3) Minority and Women Owned Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment “H”.
- 4) Veteran Business Enterprise - This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment “I”.
- 5) Proposed Price Schedule - This criteria will include, but will not be limited to, evaluation of the pricing information submitted in Attachment “K”.

<b>EVALUATION CRITERIA</b>	
<b>CATEGORY</b>	<b>POINTS</b>
Experience of Proposer and Subconsultants	50
Samples of Creative Content	28
Minority and Women Owned Business Enterprise - The degree of participation by City certified or recognized M/WBE in subcontracts	10
Veteran Business Enterprise participation in subcontracts	2
Price Proposal	10
<b>TOTAL:</b>	<b>100</b>

**13.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:**

- 13.1 Initial Review of Responses  
 The Procurement and Contracts Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.
- 13.2 Advisory Committee  
 An Advisory Committee (hereinafter referred to as “the Committee”) initially consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee may utilize City or DDB staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

- 13.3 Preliminary Evaluation; Short Listing  
The Committee may conduct a preliminary evaluation of all Proposals on the basis of the information provided and, if the Committee deems desirable in its discretion, it may elect to short list two or more Proposers using the evaluation criteria set forth in this solicitation. Upon short listing by the Committee, only those Proposers short listed shall remain eligible for further evaluation and consideration by the Committee.
- 13.4 Presentations  
The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Presentations and pre-award discussions and negotiations may be limited at the discretion of the Committee to short listed Proposers. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City and DDB will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).
- 13.5 Optional Discussion  
At the discretion and in the best interest of the City and DDB, the City or Committee may conduct discussions with Proposers (or the short listed Proposers, as applicable) or seek revision of Proposals from Proposers (or the short listed Proposers, as applicable) deemed to be responsible and reasonably acceptable to be selected. Such Proposers (or short listed Proposers) will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposals and prior to award of a Contract for the purpose of obtaining best and final offers.
- 13.6 Award Without Presentations  
The City may evaluate and DDB may award a Contract based on responses to this Request for Proposals without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.
- 13.7 Final Ranking  
The Committee will evaluate and rank the responsive Proposers deemed reasonably acceptable to be selected (or the short listed Proposers, as applicable) as set forth in the preceding section entitled "Evaluation Criteria". In the event that the Committee previously elected to short list Proposers, any rankings or scores assigned as part of the short listing process shall not be binding on the Committee or its members as part of final evaluation and Committee members may modify their scores for any and all Proposers and scoring categories as they deem appropriate in their sole discretion. The Committee shall submit the proposed rank order to the Chief Procurement Officer after the conclusion of scheduled presentations, if any. Upon approval of the ranking by the Chief Procurement Officer, the

Chief Procurement Officer shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled “Request for Proposals Information.”

13.8 Authority to Award

Contracts shall be awarded in accordance with the provisions of the City’s Procurement Code, Chapter 7 of the City of Orlando’s Code of Ordinances and the DDB’s Policies and Procedures.

13.9 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The City and DDB do not guarantee the award of any Contract as a result of this solicitation process.

### GENERAL TERMS AND CONDITIONS

#### 14.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:

14.1 Communications with the City; Prohibited Contacts. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City’s designated point of contact set forth in this solicitation or as otherwise authorized by the City’s Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent’s behalf) to or with any board member, officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City or DDB, and any Advisory Committee members or other people or entities providing advice to the City, the DDB, or the Advisory Committee related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives or others on their behalf, shall be directed to the City’s Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City’s Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City’s Procurement Code.

14.2. Questions. Any questions relative to interpretation of the solicitation or the solicitation process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division on or before the cut-off date for questions as

specified in the Proposal Schedule. Any interpretation made to prospective Proposers with respect to questions submitted prior to the cut-off date for questions will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

14.3 Addenda. It will be the responsibility of the Proposer to contact the Procurement and Contracts Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal.

14.4 Point of Contact. All communication and contact regarding this solicitation shall be directed to:

Angela L. Thomas, MBA, CPPB, Purchasing Agent Senior  
City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801  
Telephone: (407) 246-2563  
Fax: (407) 246-2869  
Email: Angela.Thomas@Orlando.gov  
Website: <http://www.Orlando.gov/procurement/>

#### **15.0 ADDITIONAL INFORMATION:**

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City and the DDB. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City and DDB reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

#### **16.0 ADDENDUM TO REQUEST FOR PROPOSALS:**

If it becomes necessary to revise or amend any part of this Request for Proposals before the Proposal due date, the Chief Procurement Officer will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposals in Attachment "G" shall be completed and submitted with your Proposal.

#### **17.0 APPLICABLE LAW AND APPEALS:**

This Request for Proposals is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at:

[https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodeId=TITII\\_CICO\\_CH7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITII_CICO_CH7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements

of Chapter 7 of the City Code, except that DDB shall substitute for City Council in hearing any final appeals.

#### **18.0 CONTRACT:**

The Contract form that the DDB intends to use for the award is included with this RFP as Attachment "A" for reference. While this draft Contract contains standard legal language and is not routinely modified, any exceptions to this standard Contract should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of this Contract shall only be valid if mutually agreed to in writing by the parties.

#### **19.0 EXECUTION OF CONTRACT:**

Unless such time is extended by the City, the successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Procurement and Contracts Division, sign and enter into a Contract with the DDB, and simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

#### **20.0 EMPLOYMENT ELIGIBILITY; E-VERIFY SYSTEM:**

This Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference. Pursuant to Section 448.095 of the Florida Statutes, Contractor represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so at all times during the term of the Contract. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

#### **21.0 RIGHT TO AUDIT RECORDS:**

The City and the DDB shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

#### **22.0 FISCAL YEAR FUNDING APPROPRIATION:**

##### **22.1 Specified Period**

Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the DDB,

provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by DDB of funds therefore.

22.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

**23.0 PUBLIC ENTITY CRIMES:**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

**24.0 PROMPT PAYMENT ACT:**

Payment by the DDB shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

**25.0 INVOICES:**

All invoices, in order to be classified as a proper invoice, shall be addressed and delivered to the attention of the DDB Fiscal Manager at City of Orlando, P.O. Box 4990, Orlando, Florida, 32802-4990 with a copy to the City's Accounts Payable Division at the same address.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, consultant or other invoicing party shall conform to the following process:

- A. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- B. The amount due, applicable discount(s), and the terms thereof;
- C. The full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- D. The Purchase Order or Contract number as supplied by the City;



- E. An identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and
- F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the DDB or the City; and the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

#### **26.0 DISPUTE RESOLUTION:**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the DDB concerning payment of an invoice, the Executive Director of the DDB or his representative, along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the DDB and the City such material and information as the DDB or the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Chief Procurement Officer shall constitute the final decision of the City and DDB regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued by the City and DDB.

#### **27.0 INSURANCE / PERFORMANCE BONDS:**

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposals, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the DDB shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

#### **28.0 FLORIDA SALES TAX:**

The DDB is a governmental agency and a political subdivision under Florida law. Purchases by the DDB under this Contract are exempt from Florida sales tax: The DDB's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the DDB.

The DDB's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

**29.0 DRUG-FREE WORKPLACE CERTIFICATION:**

By submitting a Proposal in response to this Request for Proposals, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

**30.0 AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

**31.0 RECIPROCAL LOCAL PREFERENCE:**

In the event the most responsive and responsible response to any Request for Proposals is by a Proposer whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City and DDB may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the most responsive and responsible vendor has its principal place of business.

**32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:**

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposals constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

**33.0 FOREIGN CORPORATION:**

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando or the DDB.

**34.0 SUBCONTRACTORS:**

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified sub-contractor, which is approved in advance by the DDB. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

**35.0 PURCHASING CARD PROGRAM:**

The City of Orlando and the DDB use the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, the City encourages all vendors to accept the VISA ePayable solution.

**36.0 LIVING WAGE POLICY:**

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City or the DDB, a living wage for the time spent providing services to the City and DDB. (This provision does not include general administrative personnel unless they are assigned to a City or DDB project.) "Living wage" means compensation for employment of not less than \$14.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. The Living Wage rate of \$14.00 per hour applies to solicitations issued by the City after January 1, 2021 and automatically adjusts to \$15.00

per hour for solicitations issued after January 1, 2022. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City and DDB to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City and DDB contracts at the sole option of the City and DDB. This provision shall apply to all bid and proposal awards for services which involve City or DDB expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City or DDB expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City or DDB has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

### **37.0 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a 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, or submitting a proposal for, or entering into or renewing such contract, the company:
  - a. 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
  - b. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not 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 Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The DDB may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the DDB reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the DDB determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of Attachment "E", Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City or the DDB requests the certification form be submitted, if a Respondent fails to return the form with its response.

### **38.0 SOFTWARE LICENSES:**

If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

### **39.0 GOVERNING LAW / VENUE**

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through

4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@ORLANDO.GOV](mailto:RECORDS@ORLANDO.GOV), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

**40.0 RECOVERED MATERIALS**

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the DDB’s project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

\*\*\*\*\*

**ATTACHMENT “A”**



**PRE-PROPOSAL CONFERENCE  
ATTENDANCE NOTIFICATION FORM**

**PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION**

**Please return this form to [Angela.Thomas@orlando.gov](mailto:Angela.Thomas@orlando.gov) no later than: August 13, 2021.**

PLEASE CHECK:

\_\_\_\_\_ We plan to attend

Name of Representatives who will attend

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

\_\_\_\_\_ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposals, titled "Written Question(s)."

\_\_\_\_\_ We do not plan to attend, but will be submitting a response.

\_\_\_\_\_ We do not plan to attend and will not be submitting a response because:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date



**ATTACHMENT "B"**



**PROPOSER'S CERTIFICATION**

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando, the DDB, or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

STATE OF FLORIDA }  
COUNTY OF \_\_\_\_\_ }

BY:

\_\_\_\_\_  
SIGNATURE

The foregoing instrument was acknowledged before me by means of    physical presence or    online notarization, this        day of \_\_\_\_\_, 20  , by    \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS/ OR IF DIFFERENT YOUR PRINCIPAL PLACE OF BUSINESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

(Affix Notary Stamp or Seal Above)  
   Personally Known or    Produced  
Identification  
Type of Identification Produced  
\_\_\_\_\_

**ATTACHMENT “C”**



**CONFLICT OF INTEREST DISCLOSURE FORM**

### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando or the DDB. Furthermore, all Respondents must disclose the name of any City or DDB employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the undersigned certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City or DDB (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City or DDB officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Comments:

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Acknowledged by:

---

Firm Name:

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Signature of Authorized Representative:

---

Name and Title (Print or Type):

---

Date:

---

**ATTACHMENT “D”**



**CERTIFICATION REGARDING PROHIBITION AGAINST  
CONTRACTING WITH SCRUTINIZED COMPANIES**

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City and the DDB may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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

**ATTACHMENT “E”**



**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION  
EXEMPTION FORM**

## Confidential and/or Proprietary Information Exemption Form

In accordance with the Proprietary Information Section of this RFP, please list below items in this Proposal, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure.

<b>Page No.</b>	<b>Section</b>	<b>Applicable Exempting Law</b>	<b>Detailed Explanation/Justification</b> with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary

An additional page may be utilized for the above table; however, this form should be signed and submitted with your proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date



**ATTACHMENT "F"**



**ADDENDUM RECEIPT VERIFICATION**

**ADDENDUM RECEIPT VERIFICATION**

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## ATTACHMENT "G"



## REFERENCES

**REFERENCES**

To the extent available, Proposer should submit as a part of the Proposal package, a minimum of three (3) references. Additional references may be provided in the format as set forth below.

<b>Project #1:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

<b>Project #2:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

<b>Project #3:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

<b>Project #4:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

<b>Project #5:</b>	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

**ATTACHMENT “H”**



**MINORITY/WOMEN-OWNED BUSINESS  
ENTERPRISE PARTICIPATION FORM**

## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN SUBCONTRACTS

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:

It is the policy of the City of Orlando and the DDB that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57.** A listing of certified and recognized M/WBE's is available at:

<http://www.orlando.gov/mwbe/staff/>

2. Submittal:

Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Subcontractor Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Subcontractor Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed on the MBE/WBE Subcontractor Utilization Schedule as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:

The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Official may prescribe. Monthly status reports shall be provided to the M/WBE Official at the request of the MBE Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The MBE Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:

Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the M/WBE Official. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract. For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprises Office  
City Hall at One City Commons, 8th Floor  
400 South Orange Avenue  
Orlando, Florida 32801-3302  
Telephone: (407) 246-2623

For the City’s information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**MBE/WBE SUBCONTRACTOR UTILIZATION SCHEDULE**

**MBE UTILIZATION**

<b>Subcontractor's Name and City Certification Number:</b>	<b>Description of Work to be Performed:</b>	<b>Estimated Percentage of Work :</b>
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

**TOTAL MBE \_\_\_\_\_%**

**WBE UTILIZATION**

<b>Subcontractor's Name and City Certification Number:</b>	<b>Description of Work to be Performed:</b>	<b>Estimated Percentage of Work :</b>
1.		_____ %
2.		_____ %
3.		_____ %

**TOTAL WBE \_\_\_\_\_%**



**ATTACHMENT “I”**



**VETERAN BUSINESS ENTERPRISE  
PARTICIPATION FORM**

**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM - RFP**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

For purposes of this solicitation, respondents may receive two (2) points for participation in their proposal by one or more qualifying Veteran Business Enterprises as subcontractors. Such points will be awarded as follows:

Two (2) points shall be awarded for listing below one or more qualifying VBE subcontractors which Respondent intends to use on the Contract to perform useful business functions.

In order for a respondent to receive credit for listing a VBE subcontractor, the subcontractor for which credit is sought must have its principal place of business in the Metropolitan Statistical Area (“Orlando MSA”) (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

**In accordance with City Code, a subcontractor that is both a qualifying VBE and a City certified or recognized Minority Business Enterprise (“MBE”) or Woman Owned Business Enterprise (“WBE”) may not receive scoring consideration for more than one status. Accordingly, a respondent should list an eligible subcontractor on either the M/WBE Participation Form or the VBE Participation Form, but not both forms. In the event that a respondent mistakenly lists a qualifying VBE subcontractor who is also a City certified or recognized MBE or WBE firm for consideration for scoring as both a VBE and as a MBE or WBE subcontractor in its proposal, the listed VBE subcontractor shall not receive scoring credit as a VBE, but shall be evaluated only as an MBE or WBE firm as part of the scoring evaluation.**

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Respondents awarded a contract shall submit periodic reports of participation by VBE firms in such form and manner and at such time as the City or the City’s Minority Business Enterprise (MBE) Director may prescribe. At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by VBE firms and the percentage of work subcontracted to each. The City shall have the right to review and audit records, receipts, and documents upon reasonable notice.

If Respondent is proposing to utilize any VBE subcontractors which are currently certified by the State of Florida Department of Management Services and have their principal place of business in the Orlando MSA, please enter the name of the subcontractor, the subcontractor’s VBE certification number and the address of the principal place of business of the VBE. **Work that is self performed by a respondent that is a VBE firm shall not be listed below as respondents are not subcontractors and, as stated above, VBE participation points for this solicitation are being awarded for participation by VBE firms in subcontracting.**

VBE Subcontractor’s Name:	VBE Subcontractor’s Principal Place of Business	Description of Work to be Performed:	Florida DMS Certification Number :
1.			
2.			
3.			

**ATTACHMENT “J”**



**QUESTIONS REGARDING SOLICITATION  
OR PROPOSAL PROCESS FORM**

WRITTEN QUESTIONS



Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format – but do not use this actual form. Instead, use this format in an email.

No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral and non-Addendum written answers will not be authoritative.

**SOLICITATION NUMBER:** \_\_\_\_\_ **DATE SUBMITTED:** \_\_\_\_\_

**SOLICITATION TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

5. \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT “K”**



**PRICE PROPOSAL**

**PRICE PROPOSAL**

Each firm is asked to propose hourly rates by position or type of service as listed provided below. Hourly rates listed below shall be for labor rates only. Any reimbursable expenses related to services requested by the City shall be charged separately in accordance with the City’s Reimbursable Expenses Policy or as otherwise mutually agreed for a particular assignment.

No services shall be provided and no work shall commence on any project until a fully executed Task Order for such services or work is issued in accordance with this solicitation.

<i>Item</i>	<i>Position/Service</i>	<i>Estimated Quantity</i>	<i>Hourly Rate</i>	<i>Amount</i>
1.	Account Manager	273 hrs	\$	\$
2.	Creative Services	63 hrs	\$	\$
3.	Design Services	84 hrs	\$	\$
4.	Copywriting Services	1050 hrs	\$	\$
5.	Graphic Design Services	63 hrs	\$	\$
6.	UI/UX Design Services	63 hrs	\$	\$
7.	Public Relations Services	42 hrs	\$	\$
8.	Brand Strategy Services	210 hrs	\$	\$
9.	Digital Services	42 hrs	\$	\$
10.	Email Marketing Services	21 hrs	\$	\$
11.	Web Development Services	63 hrs	\$	\$
12.	Media Planning Services	84 hrs	\$	\$
13.	Media Buying Services	42 hrs	\$	\$

**Account Manager**

Liaison between the agency and the client, an Account Manager usually liaises between the client (often on a daily basis) and other agency staff to coordinate campaigns and ensure that the work produced matches the client's brief. This person will generally be in charge of the operations side of the accounts team and may offer the client strategic guidance.

**Creative Services**

Developing ad campaigns, monitoring campaigns, revising presentations, shaping brand standards, and providing artistic direction.

**Design Services**

Branding and advertising for a client in a creative design agency, ensuring that this adheres to the client's requirements and the image they wish to promote for their company or product.

**Copywriting Services**

Taking a client's advertising brief and generating original copy ideas that grab the attention of the target audience. This can include creating blogs, slogans, body copy, jingles and scripts.

## **Graphic Design**

Creation of visual communications to convey messages in an effective and aesthetically pleasing manner. This incorporates several tasks and responsibilities such as designing web pages, brochures, logos, signs, books, magazine covers, annual reports, advertisements, and other communication materials.

## **UI/UX Design**

A user experience designer determines user experience across multiple platforms and devices. These design services are driven by finding out how and why people use products. The UI/UX designer will design the site with input from creative or design teams regarding layout and design.

## **Public Relations Services**

The service involves building, maintaining and managing the clients' reputations. Public relations managers create and maintain a favorable public image for their employer or client by communicating programs, accomplishments and/or points of view. Public relations managers are tasked with fielding media questions and pitching stories to the media, preparing media kits and organizing press conferences.

## **Brand Strategy Services**

A brand strategist aims to ensure a consistent and effective brand message, which is researched through close analysis of market data trends. The brand strategist will liaise with the client to understand the values of the brand, identify problems and find a solution.

## **Digital Services**

Developing, managing, and executing digital marketing campaigns that promote the products and services of a client and meet campaign objectives. Such services seek to improve brand awareness within digital spaces as well as acquire leads or customers and drive web traffic.

## **Email Marketing Services**

Creation of email marketing campaigns to promote products or services. Ensure marketing message is conveyed clearly and delivered properly to prospects. Ensure messages are sent in proper form and template. Proofreading emails for clarity, grammar, and spelling.

## **Web Development Services**

Web development services include coding the design to operate and interact as designed and planned. This service also involves the maintenance and updating of an existing site.



**Media Planning Services**

Media planning services include the production of action plans for campaigns from pre-defined marketing objectives and the selection of media platforms that best suit the brand or product that will be advertised. Such services may also include producing financial and media plans and forecasts.

**Media Buying Services**

Media buying services includes purchasing advertising space in print, outdoor, broadcast, and online outlets, such as magazines, billboards, radio stations, television stations, and websites.

**HOURLY RATES FOR ADDITIONAL SERVICES**

If the Proposer offers any additional marketing related services, outside of that priced on the prior pages, Proposer may submit hourly rates or unit costs for additional marketing related services, if any, that may be available to the DDB. The City does not guarantee any work related to these hourly rates.

Services may be listed by the type of service provided or by the job title or name of the team member. If listing team members by name, please include the person’s job title or a brief description of their duties and role.

<i>Item</i>		<i>Type of Service, Position, or Individual</i>	<i>Hourly Rate/Unit Cost or Fee</i>
1.	Per Hr or unit		\$
2.	Per Hr or unit		\$
3.	Per Hr or unit		\$
4.	Per Hr or unit		\$
5.	Per Hr or unit		\$
6.	Per Hr or unit		\$
7.	Per Hr or unit		\$
8.	Per Hr or unit		\$
9.	Per Hr or unit		\$
10.	Per Hr or unit		\$
11.	Per Hr or unit		\$
12.	Per Hr or unit		\$

**EXHIBIT “A”**



**THE CONTRACT**

**ANNUAL AGREEMENT FOR  
DOWNTOWN MARKETING SERVICES**

**THIS CONTRACT** (“Contract”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and \_\_\_\_\_, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

**WHEREAS**, under the DDB’s policy and procedure codified as §1250.1 of the City’s policies and procedures manual, the City Chief Procurement Officer has been authorized by the DDB to serve as the DDB’s principal procurement agent; and

**WHEREAS**, the services to be provided under this Contract have been procured by the City’s Chief Procurement Officer on DDB’s behalf.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**I. SCOPE**

The Contractor is to perform such work (“Work”) of the type summarized and generally described in the City’s Request for Proposal as may be more particularly defined in task orders addendums (“Task Orders”) mutually agreed upon by the parties on a task by task basis. All Task Orders shall be in writing and signed by both parties prior to Contractor commencing any Work. Task Orders shall define the work to be performed and the compensation to be paid by the DDB for such Work. The City’s Chief Procurement Officer or his designee shall have authority to issue and sign Task Orders on behalf of the DDB. Unless expressly agreed otherwise in a Task Order, all Work shall be performed in accordance with the terms and specifications of the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth. The purpose of this Contract is not to authorize a specific phase or piece of Work, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated into any project or Work that may be mutually

agreed to by the parties. The DDB shall have the sole discretion to select the Work, if any, that may be assigned to Contractor and the order of performance of such Work. The DDB does not guarantee, warrant, or represent that any particular Work set forth in the RFP will be assigned to Contractor under the terms of this Contract. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

## **II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. Task Orders;
2. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto;
3. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
4. DDB's Request for Proposal;
5. Contractor's Proposal

## **III. TERM OF CONTRACT**

The term of this Contract shall be for twenty-four (24) months, beginning on \_\_\_\_\_, 2021 and ending on \_\_\_\_\_, 2023. This Contract may, by mutual written assent of the parties, be extended for three (3) additional twelve (12) month period or portions thereof, up to a cumulative total of sixty (60) months.

## **IV. COMPENSATION**

Except as may otherwise be agreed in a Task Order, the Contractor agrees to provide marketing and related services as requested by DDB at the rates specified in its proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth. Any Work and all costs and expenses associated therewith performed or incurred by Contractor with respect to services rendered without a valid Task Order shall be at Contractor's sole risk and expense.

**V. PAYMENT**

All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by the DDB, and DDB's Executive Director, or designee, has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302 with a copy to Downtown Development Board, Attn: Division Fiscal Manager, at the same address.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.**

**VI. FISCAL YEAR FUNDING APPROPRIATION****A. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the DDB. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by DDB of funds therefor.

**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 period, the Contract shall be canceled and the contractor shall be entitled to payment for Work properly performed prior to the date of cancellation.

**VII. GENERAL CONDITIONS****A. Patents and Copyrights**

1. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the DDB and/or the City against any claim, suit or proceeding brought against the DDB and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the DDB and/or the City.

2. Any and all material created or produced by Contractor or a sub-contractor of Contractor which are subject to trademark under applicable law or to copyright under

the United States Copyright Act, including but not limited to all advertising slogans, materials, artwork, pictures, narratives and music pursuant to this Contract shall become the sole and exclusive property of the DDB upon acceptance of such work by the DDB. DDB shall own such materials and all trademarks and copyrights related thereto, including all renewals and extensions. DDB shall have the right to obtain trademark and copyright registrations for such materials in its own name or in any name chosen by DDB, and DDB shall own all rights of copyright in the materials, as well as in any derivative works and reproductions made there from. DDB shall have the right to use, photograph, depict, copyright photographs and depictions, publish, distribute, and publicly display such materials and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based on the materials worldwide in all forms of media now known or later developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and classroom presentation. Contractor shall execute such documentation that the DDB may reasonably request to cause or evidence any such transfer of ownership of the materials. In addition, Contractor shall include in any contract with a sub-contractor for materials subject to trademark under applicable law or to copyright under the United States Copyright Act a provision that such materials shall become the property of the DDB upon acceptance of the work by the DDB and DDB shall own such materials and all copyrights related thereto, including all renewals and extensions. Contractor's sub-contractor agreements shall also contain requirement that the sub-contractor shall execute such documentation as the DDB may reasonably request to cause or evidence such transfer of ownership of the materials to the DDB. Contractor may utilize completed work done under this Contract in portfolio samples and may, upon prior written approval from the DDB's Executive Director or designee, post work completed under this Contract on Contractor's social media accounts or for other specifically requested purposes.

3. For any work that is created or developed under this Contract that may be considered a "work of visual art" under the Visual Artists Rights Act of 1990 (17 U.S. Code §106A), Contractor hereby voluntarily, expressly, permanently, and irrevocably waives, or agrees to obtain a waiver from the creator or author of the work of, any and all rights, including but not limited to the rights of attribution and integrity and remedies with respect the work and any alterations thereof, under the Visual Artists Rights Act of 1990, 17 U.S. Code § 106A and 113 and under any other applicable federal, state, local, or foreign laws relating to the rights of artists. This sub-section A. shall survive

termination of the Contract.

**B. Termination for Default**

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the City's Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The City's Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

**C. Termination for Convenience**

The DDB may terminate this Contract at its convenience with thirty (30) calendar days advance written notice to the Contractor. In the event of such a termination by the DDB, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

**D. Warranty**

The Contractor warrants that the Work including all deliverables and other materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the DDB's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the DDB, or refund to the DDB, the charge paid by the DDB, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

**E. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the



Contractor's or DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the DDB.

**F. Indemnification and Insurance**

**1. Indemnity**

The Contractor hereby agrees to indemnify and hold harmless the City and the DDB, their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

**2. Insurance.**

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the DDB and the City with the required Certificate(s) of Insurance in a form(s) acceptable to the DDB and the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the DDB shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the DDB and the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure

that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the DDB and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the DDB or City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and its subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the DDB and the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the DDB and the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the DDB and the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the DDB and the City and their officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The DDB and City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the DDB and the City, their officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

- (i) Workers’ Compensation and Employer’s Liability. This insurance shall protect the Contractor against all claims under applicable state workers’ compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workers’ compensation law. This policy shall include an “all states” or “other states” endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers’ compensation coverage must still be provided for all employees, subcontractors not eligible for exemption. The liability limits shall not be less than:

Workers’ compensation:	Statutory
Employer’s Liability:	\$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

(iii) Commercial General Liability. This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the DDB, City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the DDB, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence.

**G. Acceptance**

The DDB will be deemed to have accepted the Work after the Work is accepted in writing by the Executive Director of the DDB or his designee.

**H. Correction of Work**

The Contractor shall promptly correct all Work rejected by the DDB as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

**I. Right to Audit Records**

The DDB and the City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Contract and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**J. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**K. Information**

All information and data furnished to or developed for the DDB by the Contractor or its employees, pursuant to this Contract, excluding previously Copywritten materials, shall be the sole property of the DDB and all rights therein are reserved by the DDB, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**L. Extra Work**

The DDB, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the DDB written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the DDB, and a written approval secured from the DDB and the City's Chief Procurement Officer, before proceeding to execute the Work.

No claim for extra work will be considered valid by the DDB unless first submitted in writing.

**M. Familiarity With The Work**

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Contract.

**N. Title and Risk of Loss**

The title and risk of loss to the Work shall pass from the Contractor to the DDB upon the DDB's final acceptance of the Work.

**O. Notices.**

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City: David Billingsley, CPSM, C.P.M  
Chief Procurement Officer  
City of Orlando  
400 South Orange Avenue, 4th floor  
Orlando, Florida 32891  
Fax: (407) 246-2869  
Phone: (407) 246-2368

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: ( ) -  
Fax: ( ) -

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

**VIII. MISCELLANEOUS PROVISIONS**

A. The Contractor shall not employ subcontractors without the advance written permission of the City's Chief Procurement Officer.

- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City of Orlando's Purchasing Code, (Chapter 7 of the City Code).
- G. This Contract is a non-exclusive agreement between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.

As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of

the said Contractor.

- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City’s Chief Procurement Officer or his written designee shall have authority to act on behalf of the DDB in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

DOWNTOWN DEVELOPMENT BOARD

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the DDB and the  
City of Orlando, Florida, only.

By: \_\_\_\_\_  
Chief Procurement Officer, City of Orlando

Date: \_\_\_\_\_, 2021

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
ORLANDO, FLORIDA

Date: \_\_\_\_\_, 2021

\*\*\*\*\*



CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

CORPORATE SEAL

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

\_\_\_\_\_  
Email Address

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**EXHIBIT “A”**  
**REQUEST FOR PROPOSAL**

**EXHIBIT “B”**  
**CONTRACTOR’S PROPOSAL AND ANY**  
**AMENDMENTS THERETO**