



## **City of Belle Isle**

### **Request for Proposals**

### **MODERNIZE THE AUDIOVISUAL SYSTEM FOR THE COUNCIL CHAMBERS**

### **PROJECT NO. 21-02**

**Proposals Due by March 31, 2021**



City of Belle Isle  
REQUEST FOR PROPOSALS  
RFP #21-02  
Audio/Visual System Replacement

Notice is hereby given that the City of Belle Isle at 1600 Nela Avenue, Belle Isle, Florida 32809 will receive WRITTEN PROPOSAL SUBMITTALS from qualified vendors to fully modernize the Audio/Visual system for the City Council Chambers.

Request for Proposal documents is available beginning February 15, 2021. The City's Solicitation information can be obtained from City's website: [www.cityofbelleislefl.org](http://www.cityofbelleislefl.org), or from the City Clerk, Yolanda Quiceno [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov), or call the City Clerk's office at (407) 851-7730.

Sealed Proposals must be received by the City Clerk at 1600 Nela Avenue, Belle Isle, Florida 32809, before the deadline on Wednesday, March 31, 2021, at 3:00 pm, EST at which time they will be publicly opened and read aloud. Late proposals will not be accepted and will be returned unopened.

Proposers shall submit one (1) unbound original, three (3) bound copies, and one (1) an electronic version of the response on a CD or USB thumb-drive to the City Clerk at the time and date specified.

Sealed Proposals must be clearly marked "RFP #21-02, Audio/Visual System Replacement" Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to the City Clerk, Yolanda Quiceno, at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov).

The City reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and technicalities, and to award the Contract on such coverage and terms it deems will best serve the interests of the City. The City of Belle Isle is an Affirmative Action/Equal Opportunity Provider and Employer. All qualified applicants will receive consideration without regard to race, color, religion, sex, age, disability, gender, or national origin. Small, minority, and women-owned business enterprises are encouraged to submit proposals.

Issue Date: February 15, 2021

The City of Belle Isle (CITY) seeks proposals from qualified vendors to fully modernize the Audio/Visual system for the City Council Chambers.

### **Issuing Office**

The City Clerk's Office is the issuing office for this Request for Proposal (RFP) and the point of contact for the City for all process and contract questions and protest.

**Issuing Office**  
City of Belle Isle  
Yolanda Quiceno  
City Clerk  
1600 Nela Avenue  
Belle Isle, FL 32809  
(407) 851-7730  
[yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)

### **Anticipated RFP Schedule**

The CITY anticipates the following general timeline for this RFP, and the schedule may change as necessary.

<u>Event</u>	<u>Date</u>
Issuance of RFP documents	February 15, 2021
Mandatory walk-through	March 2, 2021(10:00 AM)
Deadline for RFP questions and comments	March 10, 2021
Deadline for RFP Submission	March 31, 2021 (3:00 PM EST)
RFP Review	April 1- April 6, 2021
City Council Approval	April 20, 2021

### **Mandatory Walk Thru**

A mandatory walk-thru of the project location will be held on March 2, 2021, at 10:00, am (EST). The location is 1600 Nela Ave., Belle Isle, FL 32809.

### **Submission Date and Location**

Each Proposer must provide one (1) unbound original, three (3) bound copies, and one (1) electronic copy submitted to [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov) by 3:00 pm (EST) Wednesday, March 31, 2021.

### **Solicitation Documents and Changes (Addenda)**

All solicitation documents may be viewed or printed online from the CITY'S website at [www.cityofBelleIslefl.org](http://www.cityofBelleIslefl.org) or may be viewed onsite at the City Clerk's Office at the address listed above.

Packets received from other sources will not be considered valid documents. Please contact the City Clerk's Office listed above with any problems with the solicitation documents.

Any questions, clarifications, or revisions will be in writing and will be addressed and issued in addenda. CITY must receive any questions in writing prior to 2:00 pm Wednesday, March 10, 2021.

Proposers are responsible for checking the CITY'S website for the issuance of any addenda prior to submitting a proposal. The Proposer is held responsible for all addenda/changes to the documents and may be considered non-responsive if their Proposal does not reflect those addenda/changes.

**Protests**

Any complaints or perceived inequities related to this RFP shall be made in writing and directed to the City Manager's Office at the address listed above.

**Rejection of Proposals**

The CITY reserves the right to cancel any and all proposals submitted. The CITY also reserves the right to waive or not waive any informalities or irregularities in proposal responses.

**Modification / Withdrawal**

Unless otherwise specified, modification of the Proposal will not be permitted; however, a proposer may withdraw his or her Proposal at any time prior to the scheduled closing time for receipt of Proposals; any proposer may withdraw his or her Proposal, either personally or by written request to the City Clerk's Office. Withdrawal of Proposal shall not disqualify the Proposer from submitting another Proposal provided the time for receipt of Proposals has not expired.

**Cancellation**

The CITY reserves the right to cancel the award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the CITY'S best interest. In no event shall the CITY have any liability for the cancellation of the award.

**Duration of Proposals**

Proposals must remain valid for at least 120 days. Proposals must be signed by an official authorized to bind the Proposer.

**Public Record**

All proposals submitted are the property of the CITY and are public records. All documents received by the CITY are subject to public disclosure after the CITY selects a contractor.

**Incurring Costs**

The CITY is not liable for any cost incurred by contractors prior to the execution of a contract.

**Acceptance of Standard Agreement**

As a condition of submitting an RFP response, all vendors are required to accept the term and conditions of the City's Standard Agreement (Exhibit B). Request for variations must be made prior to the deadline for RFP questions and comments – 2:00 pm Wednesday, March 10, 202. The CITY will address those questions and provide responses to vendors prior to the RFP submission deadline.

**Project Overview and Environment**

The City of Belle Isle is a chartered city with a population of 8,000 and is located in southern Orange County, just northwest of Orlando International Airport. The City is a council-manager form of government with the Mayor elected at large for a two-year term and seven City Council members who are elected at large for three-year terms.

**Current Environment**

The current environment consists of a limited audio system and projector system. Live streaming is done on Facebook via iPad. The City does have volunteer students and teachers from Oak Ridge High School who use their equipment. When the volunteers broadcast the meetings, they are done well, and the viewers have good quality. The audio system is not flexible and requires significant adjustment if any setting is changed.

**The City does not have the staffing to allocate to active monitoring and management of the audio system. The system needs to be as hands-free as possible. Our goal is a system that can manage audio and video input levels without significant staff intervention.**

### **Project Management and Staffing**

The City Manager will oversee the project. Yolanda Quiceno, City Clerk, shall serve as the project manager and liaison between the selected firm and the City.

### **SUBMITTAL OF PROPOSALS**

All proposals must be submitted sealed. If a carrier such as Federal Express is used, then bids must be also be sealed inside the Fed Ex package, labeled as "RFP #2021-02, Audio/Visual System Replacement". Qualified firms are invited to submit one (1) original and three (3) copies and one (1) copy of CD or thumb drive of their Proposal to:

Yolanda Quiceno, City Clerk  
City of Belle Isle  
1600 Nela Ave  
Belle Isle, FL 32809

For hand delivery of proposals, bring them to                      City of Belle Isle Administration Department (City Hall)  
1600 Nela Ave  
Belle Isle, FL 33957

Completed proposals shall be submitted to the above address on or before the deadline submission shown in Section 7 Project Timeline.

Proposals submitted shall not be valid unless sealed in an envelope marked "Upgrade City Council Chamber A/V System." If a proposal package is shipped or mailed, there must be a sealed inner package appropriately labeled so that proposals are not inadvertently opened before the scheduled opening date and time. Emails and faxes of proposals will not be accepted. Proposals shall identify the name of the firm, project name, and date of the submittal.

The proper delivery of the Proposal to the City of Belle Isle is solely and strictly the firm's responsibility. The City of Belle Isle shall not be responsible for delays caused by the United States Postal Service or other delivery services or any other occurrence.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late bids will be returned to the firm unopened with the notation, "This proposal was received after the delivery time designated for the receipt of proposals."

Complete proposals shall, at a minimum, consist of the following:

- Letter of Intent
  - Include an introductory letter expressing interest in the project. The letter should include the name of the firm, contact person, email address, mailing address, telephone number and must be signed by a person authorized to bind the firm.  
The City will use email exclusively for information requests and RFP changes. **NOTE: the exception to email is to request an RFP. RFP's CANNOT BE SUBMITTED BY EMAIL.**
- Proposal Introduction, Background, and Objectives Statement
- Qualifications and Experience
  - Principal Individuals and Firm

- Any Sub-consultants
- Comparable Projects. Provide project descriptions for up to five recent projects similar in nature and size to the proposed project, including the type of entity, start and completion dates, and measures used to indicate quality and successful project completion.
- Provide client reference names and phone numbers. Provide any background information on the firm's size, capability, and location that may be beneficial.
- Cost Proposal.
  - Provide a cost proposal to perform the scope of Work. Include estimated person-hours, labor costs, and expenses for each task listed in the scope of Work. The proposed costs should include any applicable travel and/or other expenses. Travel costs must be included in the cost proposal. Travel costs will only be paid through reimbursements.
  - Clearly describe any deviation from the listed scope of Work that would significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost proposal is to be selected by the consultant.
  - Include a listing of hourly rates for all employee classifications anticipated to work on the project, as well as rates for non-labor direct expenses. Include similar information for any major sub-consultants. The listed rates will be used in the preparation of any future change orders.
- Completely address each item in Project Objectives – Scope of Work. Provide a statement of the services to be provided, including a detailed explanation of how the services are provided and managed. Indicate how important each service is to successful project completion. Identify the expected involvement by City staff for each major activity in the project. A project schedule should be included in this Section.
- Three professional references. These references should be current customers of the prospective firm with at least four years of ongoing professional relationships.
- Supplemental Forms listed at Exhibit C
- Bidder's Checklist.

## 5. INSTRUCTIONS TO FIRMS OR TEAMS

### 5.1 CITY'S RESERVATION OF RIGHTS

The issuance of this RFP constitutes an invitation to present sealed proposals. The City reserves the right to determine, in its sole discretion, whether any aspect of the submittal satisfactorily meets the objectives and criteria established in the RFP, the right to seek proposal clarification from any firm or team, the right to solicit further qualifications from any firm or team submitting a proposal, and the right to reject any or all proposals with or without cause. The City also reserves the right to modify the Scope to be considered for this project. The City shall have no liability to any firm or team for any costs or expenses incurred in connection with the preparation and submittal of this RFP or otherwise.

### 5.2 CITY'S INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the RFP document will be binding if made to any firm or team orally. Every such request must be in writing, addressed to Yolanda Quiceno, City Clerk. Requests can be sent by email to [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov). Requests for interpretations and clarifications must be received no later than the date shown in the Project Timeline, Section 7.

### 5.3 RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The firm or team shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, county, and City of Belle Isle, which may be applicable to the supply of this service.

The selected vendor must have, and maintain for the duration of the Agreement, valid state and/or City of Belle Isle licensing as appropriate.

### 5.4 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified on written, faxed, or telegraphic requests dispatched by the firm in time for delivery in the normal course of business prior to the time fixed for the deadline of submittals provided.

If, within twenty-four (24) hours after proposals are received (excluding Saturdays, Sundays, and Holidays), any firm providing a signed, written notice to the City of Belle Isle and demonstrating to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its submittal, may withdraw its submittal.

### 5.5 ADDITIONAL INFORMATION REQUESTS

The City reserves the right to request additional information from firms or teams during any phase of the evaluation process. During the evaluation and selection process, the City may require the presence of the firm's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.

### 5.6 CONDITIONS OF AWARD

The City may elect not to award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained may be used in determining the alternative that best meets the needs of the City.

### 5.7 AWARDED CONTRACT PROVISIONS

Upon awarding the Contract, the selected firm will be required to submit a contract to the City. The following contractual provisions must be followed:

- 5.7.1 The Contract cannot include any language for indemnification of the firm or team
- 5.7.2 All disputes will be handled in Lee County, Florida.
- 5.7.3 Binding arbitration will not be used to settle disputes.
- 5.7.4 Invoices may take up to 45 days to be processed
- 5.7.5 Final invoicing will not be submitted to the City until at least 30 defect-free days have elapsed from that date that the City formally accepts that the project is completed
- 5.7.6 Some employees and some selected firm subcontractors may need access to confidential information and secure areas. In these cases, the chosen firm will have to either warrant that they have performed adequate background checks on involved employees and subcontractors or authorize the City to run background checks. If the City is running any background checks, then the information, and signed authorization, will need to be submitted to the City in advance.

NOTE: the selected firm cannot give blanket approval to run a background check on its employees. The selected firm must obtain approval from each employee authorizing background checks.

5.7.7 The award for the maintenance and ongoing support will be for a three (3) year term, which can be extended year to year through both parties' mutual agreement.

5.7.8 All construction and installations MUST comply with Belle Isle ordinances and development guidelines.

5.7.9 All wiring must meet the minimum specifications of the current National Electrical Code (NEC). Since Belle Isle is in a lightning prone area, sensitive equipment must be protected with surge protection that meets the minimum specifications of the NEC code.

## 6. Proposal Evaluation Criteria and Scoring

Evaluation and ranking of proposals will be conducted in the Sunshine with appropriate public notice. The City will negotiate a contract with a firm based on the results of the evaluation and pricing. The resulting Contract shall be subject to review and approval by City Council. The award shall be made to the responsible firm determined to be the most advantageous and responsive to the City, considering the objectives and evaluation criteria set forth in this RFP.

City of Belle Isle Evaluator Rating Form			
Vendor:	Evaluator:		
FACTOR	Weight	Score	Weighted Score
<b>1. QUALIFICATIONS OF COMPANY/CONSULTANT</b>			
Relevant Experience of the Firm.	10%		
Reputation of the Firm. (Based on references for similar successful projects)	10%		
Capacity of the Firm (Depth of available resources, fiscal stability, and history of similarly sized projects)	10%		
<b>2. TECHNICAL APPROACH</b>			
Responsiveness following the instructions of the RFP process	10%		
Schedule validity or applicability and penalty incentives	10%		
Presentation of completed model in the RFP Response	10%		
Design	10%		
<b>SUB-TOTAL</b>	<b>70%</b>		
<b>3. COST FOR SERVICE</b>			
Initial Cost	20%		
Cost of Maintenance and service calls	10%		
<b>SUB-TOTAL</b>	<b>30%</b>		
<b>TOTAL</b>	<b>100%</b>		
<b>SCORE:</b> 0=Unacceptable 1=Poor 2=Fair 3=Good 4=Excellent			



## 7. PROJECT TIMELINE

Dates are subject to change.

Advertise for Proposals	February 15, 2021
Mandatory Walk-thru	March 2, 2021 (10:00 AM EST)
Question Period Ends	March 10, 2021 (2:00 PM EST)
Answers to Questions Posted	March 12, 2021
Proposals from Vendors are Due:	March 31, 2021 (3:00 PM EST)
Proposals Evaluated	April 1- April 6, 2021
Approval of Proposal	April 20, 2021

## 8. FINANCIAL ISSUES

### 8.1 PROJECT BILLING

The City may pay capital costs upfront and up to 25 percent for professional services during the project's implementation phase. The City may decide to procure capital equipment and the software itself. Final billing cannot be invoiced until at least 30 defect-free days after the last installation date.

A defect found during the initial 30 day acceptance period may result in a restart of the entire acceptance period and then require a 60 day acceptance period at the City's discretion. If the City enacts this provision, written notification will be made to the selected firm's official contact.

### 8.2 EQUIPMENT

Hardware will be from top tier manufacturers only. The City uses Dell for PCs and servers. The City has tax-exempt status and access to State Purchasing. Commodity computer equipment and software may be purchased directly by the City for this project. The selected firm will provide specifications for the equipment and review equipment and software quotes before the City's purchases.

### **Microphone Locations**

1	Podium – wireless
2	Councilmember
3	Councilmember
4	Councilmember
5	Councilmember
6	Mayor
7	Councilmember
8	Councilmember
9	Councilmember
10	City Attorney
11	City Manager
12	City Clerk / Recording Secretary

## **BIDDERS CHECKLIST**

	Initial
1. Letter of intent	
2. Firm's official contact information and firm's billing information	
3. Proposal Introduction, background, and objectives statement.	
4. Qualifications and experience.	
5. Proposed project approach.	
6. Completely addressed each item in Section 2.	
7. At least three (3) customer references enclosed (preferably governmental).	
8. Completed Supplemental Forms in Exhibit C.	
9. Information concerning system requirements and capabilities enclosed	
10. All questions concerning implementation and support were answered and enclosed.	
11. Components and Ongoing Support Costs break down all cost information for the entire system.	
12. Complete and enclose "Bidder's Checklist."	

## EXHIBIT A:

### SCOPE OF WORK

#### Introduction

The City of Belle Isle is a chartered city with a population of 8,000 and is located in southern Orange County, just northwest of Orlando International Airport. The City of Belle Isle is a Florida Home Rule City incorporated in 1924 and operates under the Council/Manager form of government. The City provides services to its citizens in the areas of general administration; public safety (police); planning and development, stormwater, and sanitation (solid waste and recycling). Other services are contracted through Orange County. Each member of the Council represents one of seven districts in Belle Isle. Elections are held annually for a 3-year term cycle and are staggered. Although elected by Districts, voting is at-large. The Mayor, who is considered a non-voting member of the Council, is elected- at-large.

The Council Chambers, located in City Hall at 1600 Nela Avenue, Belle Isle, Florida, 32809, provides a facility for not only public Council meetings but Planning & Zoning Board meetings as well as other public advisory board and internal meetings. Meetings are streaming video (both live and recorded) on Facebook. This project is to update the audiovisual equipment with more modern, affordable, and durable equipment in the Council Chambers. Also, consider any ancillary rooms or areas into which the meetings are broadcast for staff and overflow crowds.

The Council Chamber and related control systems will be upgraded to utilize current, reliable, and supportable technology to allow the City to conduct Council and Committee meetings and other presentations requiring internal AV support. The new Council Chamber AV system will include new local sound reinforcement, audio, and video recording, integration of multiple cameras, and presentation distribution to cable broadcast and online streaming. An integrated control system will be used to allow easy and intuitive user control of the system. The control system provides full system control, including selection and control of source devices, presentation switching, and audio control. The Council Lobby will support live audio.

#### Purpose and Objectives

The City desires to fully replace the existing system with a modern, digital presentation system that provides clear audio and enhanced presentation viewing in all areas of the Council Chambers. All of the technology shall be digital and IP-based, and interoperable. The system as installed will support at least full HD capability (1920x1080 Resolution). The installed infrastructure should be able to accommodate future presentation upgrades of at least 4K resolution.

Project Goals:

- Improved video display and recording capabilities
- Improved audio capabilities
- Improved reliability
- Install and implement designed audio, video, and sound system solution into the existing City Council Chambers

Audio equipment will need to be replaced to integrate with new cameras to capture clearer sound than what is currently possible with the existing equipment. We expect the majority of the electrical and low voltage data cabling will require replacement to support the new equipment. Additional cabling may need to be installed where no cables currently exist.

**The City does not have the staffing to allocate to active monitoring and management of the audio system. The system needs to be as hands-free as possible. Our goal is a system that can manage audio and video input levels without significant staff intervention.**

#### Existing Equipment

All existing audio equipment is expected to be replaced with the corresponding new elements and/or systems as included in the Equipment List provided by the Contractor. It is expected that all necessary low voltage and high voltage

cabling that is needed will be installed by selected AV contractor. The AV Contractor will inventory all of the existing equipment and dispose of it through appropriate e-waste recycling processes.

#### Specific Scope of Work

The City is seeking a qualified vendor to design, develop and install upgraded audio, video, and sound system equipment in the City Council Chambers. This Request is for two areas: immediate, total replacement of the existing system, and as-needed repair and routine maintenance of the new audio system.

The scope of Work for this engagement will be to remove the existing equipment, keeping as much facilities and furniture infrastructure intact as possible, design and install or modify the desk and dais areas (if necessary) to accommodate the provided equipment and comfortably accommodate the people needed to use it, configure and test the new system within the calendar timeframe defined herein.

Contractor will verify the AV system, electrical requirements, conduit, heat load data, and interior design considerations unique to the audiovisual system, which have been incorporated in the functional specification and equipment design.

Specific deliverable requirements requested by the City as part of this RFP include the following:

- A. Provide a single line drawing of the new audio, video, and sound systems to the City. Detailed system fabrication, interface, and cabling drawings will be prepared in AutoCAD format. PDF or other standard graphic files will also be provided of the overall design for ease of review.
- B. Provide a listing of all labor and materials to install the complete audio, video, and sound systems. Supply of all required equipment to provide a turnkey system. Supply of interface and mounting components - AV Contractor will supply interface and mounting components and cabling, connectors, and installation materials.
- C. Provide testing and adjustments after the installation of the new audio, video, and sound system. Assist the City with programming and commissioning the new systems after installation. Once the site is verified as completely prepared and acceptable for receipt of the systems, the AV components and equipment will be transported to the site and installed. Complete system installation to supporting infrastructure (conduit, electrical, cabling, etc.) will be performed by AV Contractor during the timeframe designated for Council Chambers closure. After all AV systems are installed, final testing and adjustments will be made to ensure compliance with the established performance criteria. The City will be present to observe and sign off on the testing completion.
- D. Provide training for the new systems after installation for staff and for elected and appointed officials. Once all systems are installed, and final testing and adjustments have been completed, City staff operational training will be performed. An allowance of sixteen (16) hours of operational training shall be included. Additional operational training and manufacturer-specific operational training may be provided upon request at an additional charge. Following the User Training, the City will perform a complete mock meeting run through. If successful, a System Acceptance Certificate will be executed and final payment authorized. Failure of any component during the System Acceptance will result in withholding of final payment and may invoke Liquidated Damages if the system cannot be used for the next scheduled public meeting.
- E. Provide the City with support for manufacturer warranties for service during the warranty period, and also provide the City with service support labor rates. As needed, repair and routine maintenance of the new audio system. Repair Costs Detail costs must include but are not be limited to trip charges, hourly rates, equipment replacement costs for hardware, etc. Include how the selected firm will handle all costs over the term of the Contract. For example, equipment costs might be cost plus some reasonable markup for handling and overhead. Or perhaps the current cost-plus x% annual increase.

- F. Quick Response Support. The City's audio system is critical and requires a reliable company to provide as-needed support in a timely manner. Please detail your company's commitment to providing a quick response in the event of a significant system failure occurring during a City Public meeting. Include response time that can be guaranteed and the cost for this level of support.
- G. Escalation Procedure. The City will need a formalized escalation procedure with the selected firm to include cell phone numbers for management personnel. This audio system is essential to support the City's official meetings. The City would use those numbers only in the event that our customer service level expectations were not being met. The City does not need the actual contact information as part of this submittal; only an outline of the escalation procedure would be and a commitment to provide the info as part of the contract negotiation process.
- H. Provide all operating manuals for the new equipment installed. Formal documentation of the system must be provided. This must include, but is not limited to:
- Wiring paths and diagrams including a component to component wiring
  - Default system settings
  - All component manuals
- I. Contractor will provide one system engineer on-site for the first live City Council meeting that will utilize the new system.
- J. A meeting schedule will be provided for all meetings and training activities. The room must clean and left in a usable condition for these events.

**The audio, visual, and sound system upgrades will be completely installed and functional on or before June 1, 2021.**

#### **Preventive Maintenance and System Warranty**

- Service support – A complete and comprehensive program of preventive maintenance, service, and warranty support shall be provided for a period of five years from the date of acceptance of the AV systems proposed.
- Rapid response within four hours of service request during regular business hours. Requests received after hours will be responded to the next business day.
- Provides remote diagnostic support
- Unlimited telephone support between the hours of 8:30 am-5 pm, EDT M-F. After hours support must also be provided at a specified hourly and per call rate.
- Covers removal, reinstallation, configuration, testing, and alignment of repaired equipment
- Includes four (4) preventive maintenance visits per year per room quarterly.
- Provides emergency support of your equipment
- Covers all required parts and repair costs for equipment breakdown
- Such support will be billed on an annual basis subject to cancellation for unbudgeted funds and with a limited price escalation as specified herein.

## **Deliverables**

Within two weeks of final system adjustments and user training is completed, the following will be presented to the Client in electronic and hard form for archival.

- a. System training materials
- b. Final Equipment Schedule (including model numbers, serial numbers, etc., in machine-readable, e.g., EXCEL format). This list will also include all existing equipment included as part of the final system.
- c. As-Built System Drawings in one of the formats specified by the City.
- d. Inventory of any old equipment in use at the close of the project with an inspection status from Contractor, which shall be used as an attachment to the "Preventative Maintenance and System Warranty" contract.

## **Project Area**

The City Council Chambers are located in Belle Isle City Hall, where elected officials, City staff, and the public meet to conduct official City business. The primary use of this facility is to host regular and special City Council meetings, informational meetings, committee meetings, and commission meetings. The chamber facility is also used as a training center and courtroom. The Council Chambers itself is approximately 35 feet wide and 25 feet long with a maximum height of 9 feet. The room includes a dais for the City Council located at the south end of the room, seating for ten (10) and one (1) behind the dais. Audience seating begins towards the center of the room and is split by a center aisle with a small section on the west side of the Chamber with a podium for residents and guests to address the council members. The audience seating area has room for eighty-eight (88) people.

## **Dais**

The Council Chamber has a ten position dais at the front of the room. Each seated location will have mounted gooseneck microphone, mute switch, speaker, and confidence monitor(s)/ display. The microphones will be used for local sound reinforcement, audio conferencing, recording, and distribution to broadcast and will have a LED color ring indicator of current status (mute or unmute). The speakers at the dais will support mix-minus local reinforcement for greater intelligibility of speech and presentation audio. The display will support confidence monitoring of content that is being displayed on the large format displays in the room. The mute switch will be used to mute and unmute the microphone and shall have a LED status indicator that mirrors the ring LED status indicator on the microphone. The Mayor's position will have two additional mute buttons, one for muting all microphones and the other for controlling the mute/unmute of the podium microphone.

## **Staff Positions**

The Council Chamber has the Clerk's positions located behind the dais. The City Clerk position will have a microphone, speaker (optional), computer, PC Display, and mute switch. The City Clerk will have a single confidence monitor display if needed for a total of two displays. The City Clerk will have an Owner Furnished PC or laptop that is not integrated into the AV system but must be installed in the dais.

Additionally, there will be a touch panel located at the City Clerk workstation. The touch panel will be the primary in-chamber presentation control point for use during meetings to control the AV presentation systems and will be used to select and control the presentation media to be displayed in the Chamber, audio volume, audio conferencing, microphone control, and video preview of all available sources

## **Podium**

A new gooseneck microphone will replace the existing microphone. Control of the podium mute will be provided on any of the touch panels as well as from the Mayor's position via a button. The existing speaker timing system will remain in place as is as a standalone system. The display of the speaker timer can be creatively considered as part of the design of the podium display.

## **Video Display**

The presentation system video display should provide clear viewing from all areas of the Council Chambers. This will include the audience seating, dais positions, and City Clerk workstation. We are looking for creative solutions to meet this need.

## **Audio Reinforcement, Audio Conferencing, and Assisted Listening**

Twelve (12) gooseneck microphones, two (2) wireless lavalier microphones, and two (2) wireless handheld microphones will be used for voice reinforcement and presentation support. All wireless microphones will have rechargeable batteries. The video and computer sources are to provide media audio. A multi-zone distributed loudspeaker system will be employed for mixed media, audio conferencing, and voice audio reinforcement in the Council Chamber and Council Chambers Lobby. Volume level for the Council Chamber and Council Chambers Lobby speaker systems will be available via the control system and controlled remotely from any touch panel. Any touch panel shall be used as the audio conferencing dialing interface.

An assisted listening system is to be supplied to support additional audio reinforcement in the Chamber. The system will utilize an induction hearing loop placed in the ceiling for use with compatible hearing aids and seven (7) rechargeable belt-pack style receivers that can be used with attached headphones.

## **Control System General Description**

An integrated AV control system will be included in the Council Chamber system. The control system's functionality will consist of but is not limited to system power control, selection and control of source devices to be displayed on the video wall, presentation router control, microphone muting, Chamber ceiling speaker volume level control, and video source preview. The primary control point of the presentation system will be located at the staff positions in the Council Chamber. In the event of a power outage, the UPS will provide sufficient power to shut down the system in the proper fashion without damaging any equipment. When power is restored to the system, it will power up and return to its programmed state. A system to allow remote monitoring, troubleshooting and connection to all controlled devices shall be provided. Access shall be controlled by the City's network security protocols.



## EXHIBIT B: SAMPLE AGREEMENT CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_\_ day of January, 2021, by and between the CITY OF BELLE ISLE, a municipal corporation of the State of Florida, whose address is 1600 Nela Avenue, Belle Isle, FL 32809 (hereinafter referred to as the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_, (herein "Contractor").

### 1.0 SERVICES OF CONTRACTOR

#### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" in the City's Request For Proposals \_\_\_\_\_, dated \_\_\_\_\_ and Contractor's Proposal dated \_\_\_\_\_, attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to CITY entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first-class work and services and Contractor is experienced in performing the Work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the Work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar Work under similar circumstances.

#### 1.2 Contractor's Proposal.

The Scope of Services shall include the Contractor's Proposal, which shall be incorporated herein by this reference as though fully set forth herein, and attached as Exhibit "A." In the event of any inconsistency between the terms of such Proposal and this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees, and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against CITY hereunder.

#### 1.5 Familiarity with Work.

By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform CITY of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by CITY, except such losses or damages as may be caused by CITY's negligence.

#### 1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### 2.0 COMPENSATION

#### 2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with Section 5 (below) and the "Schedule of Compensation" in the Contractor's Proposal hereto as Exhibit "A" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

#### 2.2 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to CITY in the form approved by CITY's Finance Director, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, CITY shall pay Contractor for all expenses stated thereon which are approved by CITY pursuant to this Agreement no later than the last working day of the month.

### 3.0 PERFORMANCE SCHEDULE

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement execution of this Agreement and execution of Contractor's engagement letter shall serve as the Notice to Proceed and shall perform all services within the time period(s) established by the Contract Officer.

### 3.3 Force Majeure.

The time period(s) specified in the Request for Proposals issued by the City for the performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against CITY for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 4.0 CONTRACT TIMES

#### 4.1 Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.2 Contract Times: Dates

The Work will be substantially complete on or before \_\_\_\_\_, and completed and ready for final payment on or before \_\_\_\_\_.

#### 4.3 Liquidated Damages (If needed, depending on contract amount)

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 per day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 per day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.4 Special Damages

Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) until the Work is substantially complete.

After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

#### 5.0 CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of (amount spelled out) Dollars (\$\_\_\_\_\_).
- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit A.

#### 6.0 COORDINATION OF WORK

##### 6.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Work specified herein and make all decisions in connection therewith: It is expressly understood that the experience, knowledge, capability, and reputation of the Contractor were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of CITY.

##### 6.2 Contract Officer.

The Contract Officer shall be such person as may be designated by the CITY, and at the initiation of this Agreement, the City Manager shall be Contract Officer. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services, and the Contractor shall refer any decisions which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

The Contract Officer shall have authority to sign all documents on behalf of CITY required hereunder to carry out the terms of this Agreement.

### 6.3 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Contractor, its principals, and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of CITY.

### 6.4 Independent Contractor.

Neither CITY nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of CITY and shall remain at all times as to CITY a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## 7.0 RECORDS AND REPORTS

### 7.1 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that CITY is greatly concerned about the cost of Work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, or events that may or will materially increase or decrease the cost of the Work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, or event and the estimated increased or decreased cost related thereto.

### 7.2 Release of Documents.

The reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 8.0 ENFORCEMENT OF AGREEMENT

### 8.1 Florida Law.

The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

## 8.2 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety, and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

## 8.3 Retention of Funds.

Contractor hereby authorizes CITY to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and (ii) all amounts for which CITY may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that a third party makes any claim, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of CITY to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect CITY as elsewhere provided herein.

## 8.4 Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## 8.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## 8.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

## 8.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. CITY reserves the right to terminate this Agreement at any time, with or without cause, upon seven (7) days' written notice to Contractor. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to CITY, except that where termination is due to the fault of CITY, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated

termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure.

#### 8.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, CITY may, after compliance with the provisions of Section 6.7, take over the Work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that CITY shall use reasonable efforts to mitigate such damages), and CITY may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed CITY as previously stated.

#### 8.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### 9.0 NON-DISCRIMINATION

##### 9.1 Conflict of Interest.

No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

##### 9.2 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### 10.0 MISCELLANEOUS PROVISIONS

#### 10.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of CITY, to CITY Manager, via email at bfrancis@belleislefl.gov, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### 10.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 10.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### 10.4 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- A. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance is written on a per-occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00).
- B. Workers compensation insurance for its employees and other applicable insurance as maybe required by the State of Florida.
- C. Errors and Omissions Insurance. A policy of professional liability issuance written on a claims-made basis in an amount not less than One Million Dollars (\$1,000,000.00). Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employers, and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents, and their respective insurers. Except for the policy of professional liability insurance, all of the said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City.
- D. Other insurance as the City may deem necessary.



10.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.6 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

10.7 Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms herein and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions, or obligations. Provided, however, the terms of this Agreement may be subsequently modified in writing upon the parties' mutual consent.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as  
CITY OF BELLE ISLE

\_\_\_\_\_  
Nicholas Fouraker, Mayor

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

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

## **Exhibit C**

### **Require Supplemental Forms**

**Attachment A** – Non-Discrimination Affidavit

**Attachment B** – Non-Debarment Affidavit

**Attachment C** – Drug-Free Workplace Certification

**Attachment D** – Non-Collusive Affidavit

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the City of Belle Isle's policy that Minority/Women-Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, the City of Belle Isle requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the Contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such Contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

ATTACHMENT B

NON-DEBARMENT AFFIDAVIT

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state, or local agency; and
2. The Respondent has not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the Contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

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

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

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

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

STATE OF FLORIDA ) COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_,

who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

---

COMPANY NAME

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached Proposal to be considered.**

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by Agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful Agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

Company: \_\_\_\_\_

STATE OF FLORIDA

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

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_.

Signature of Notary Public