

# REQUEST FOR PROPOSAL

COMMUNITY REDEVELOPMENT AGENCY

# 2021



139 NORTH  
RIDGWOOD  
DRIVE





CITY OF SEBRING  
RFP 21 -006  
DEVELOPMENT OF THE NORTH RIDGEWOOD DRIVE  
SITE and FORMER NANCESOWEE HOTEL

Commodity Codes: 90924, 90923, 90957, 91889, 91484

Pursuant to Section 163.380(3)(A), Florida Statutes, notice is hereby given of the intention of the City of Sebring Community Redevelopment Agency (CRA) to dispose of certain vacant real property located within the downtown Sebring CRA area in the corporate limits of the City, more particularly located at 139 North Ridgewood Drive, Sebring Florida, to a private redeveloper or any other interested person for development of a multi-family apartment complex with parking.

Per Section 163.380(1), Florida Statutes, the disposition and development of the properties shall be subject to such restrictions, covenants, conditions, and obligations, including covenants running with the land, necessary and appropriate to prevent slum or blighted areas and to carry out the purposes of the Community Redevelopment Act, Chapter 163, Part III, Florida Statutes (the "Act"), and the Sebring CRA Master Plan (the "Plan"). In addition, the proposer/developer and their successors and assignees shall be obligated to devote such real property only to the uses specified in the plan and may be obligated to comply with such other requirements as the City/CRA may determine to be in the public interest, including the obligation to begin improvements on such real property within a reasonable time. Per section 163.380(2), Florida Statutes, the City/CRA may provide in any instrument of conveyance that the proposer/developer is without power to sell or otherwise transfer the real property without the prior, written consent of the City/CRA until the proposer/developer has completed the construction of the improvements which they are obligated to construct thereon.

Any interested party may obtain the Request for Proposal at VendorRegistry.com through the following link: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=5eaf1991-2f54-44c6-bf94-352cb201ceb3> Any questions regarding the bid document and/or the bidding process should be submitted at [purchasing@mysebring.com](mailto:purchasing@mysebring.com). It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

Proposal envelopes must be sealed and marked with the RFP number and name as to identify the enclosed documents. Packets must be delivered to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **Friday, March 12, 2021 at 3:00 p.m.**, of the official time clock in the purchasing office, at which time they will be opened. Packets received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any packets that are incorrectly addressed, delivered in person, by mail, of any other type of delivery service.

Lisa Osha,  
Purchasing Agent  
Sebring, Florida

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**\*ITEMS IN RED PLEASE SIGN AND RETURN**





The Community Redevelopment Agency (CRA) is a dependent taxing district established by the local government for the purpose of carrying out redevelopment activities in the CRA district, which includes reducing or eliminating blight, improving the tax base and encouraging public and private investments in the redevelopment area.

The Sebring CRA was created in 1983 by the City of Sebring City Council to aid in eliminating blight and guide the redevelopment efforts in Downtown Sebring. The mission of the CRA is to revitalize the physical environment and the economy of the 650-acre Community Redevelopment Area and to create an environment that attracts investment into the area. The CRA’s activities are designed to solve the underlying problems of slum and blighted conditions through planning, redevelopment, historic preservation, economic development and affordable housing so that the tax base can be protected and enhanced by these mutually supportive activities.

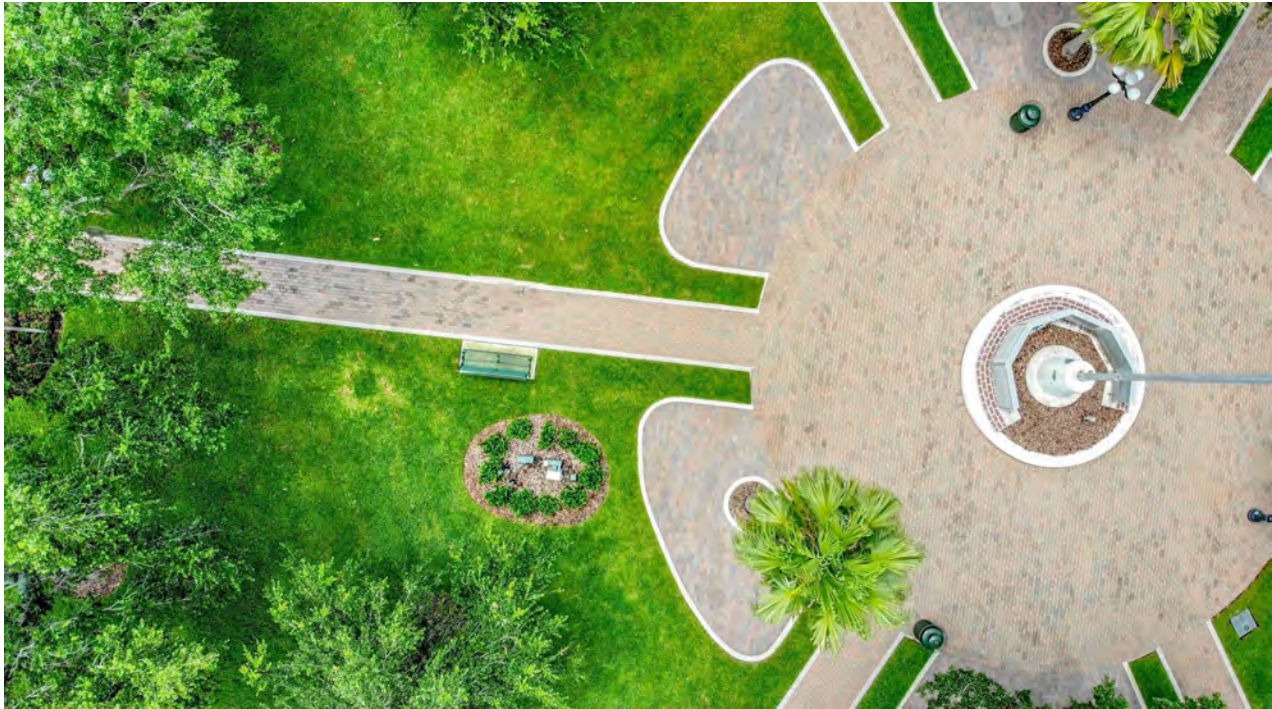
The CRA is committed to the redevelopment of the downtown district and undertaking initiatives that augment our permanent and visiting populace in order to compete with our surrounding markets. The CRA has taken a progressive approach to redevelopment in the area by focusing their efforts on the acquisition and redevelopment of prime properties within the district. At present the CRA has acquired (3) parcels that are poised for redevelopment, and has plans to acquire additional properties. The CRA has also recently secured 1.5 million dollars to be used for additional property acquisitions and renovations and has plans to secure up to an additional 5 million dollars within the next year to invest into the district.

Two projects of high importance to the CRA at the moment are the redevelopment master plan update and the design of the waterfront redevelopment project. An updated master plan will extend the operations of the CRA for an additional 20 years, as well as incorporate updated projects, initiatives and objectives to progress the district. The CRA is working with S&ME to undertake the plan update and intends to complete the project by the summer of 2021.

The waterfront redevelopment project is a key revitalization effort for the CRA. Currently the existing waterfront is underutilized due to inadequate design and discordant features. Lake Jackson is the centerpiece of Sebring, the waterfront bookend of the Sebring Circle and the focus of the waterfront redevelopment project in order to offer the community a variety of commercially standard recreational amenities. The goal of the project is to create a focal waterfront amenity for Sebring, and create a public space for recreation that is a connection to downtown. The CRA is currently embarking on the design phase of the project with Kimley Horn, and intends to complete the initial design process by the end of the year 2021.







Tucked away in the middle of the Sunshine State, Sebring is treasured by those who are fortunate enough to call this quaint city home. Sebring is steadily attracting attention from coastal markets as an affordable and progressive destination. The city is committed to progressive growth while also preserving the charming historic character that makes our city unique. Sebring is a passionate community with over 10,000 residents, located in Highlands County, which has a growing population of over 106,000. Since 2010, the county has seen population growth of nearly 8%, and the city has experienced more than 5% in growth according to Census data. The residents of Highlands County have a vested interest in the future of the city’s growth and quality of place.

The City of Sebring was chartered by the State of Florida in 1913, and was selected as the county seat for Highlands County when the county was created in 1921. Dubbed the City on the Circle, Sebring was founded in 1912 by George E. Sebring, a pottery manufacturer from Ohio. George E. Sebring created the unique circular pattern of the city’s center and Historic Downtown District to serve as the focal point. This core business district now comprises the Community Redevelopment Agency (CRA) District.

Sebring is picturesque and offers the benefits of the inland location’s low operating costs, sustainable cost of living, and quick connectivity to Florida’s major metro markets. The city offers an advantageous business climate with leaders committed to streamlined services and low business costs – including NO county impact fees – an automatic cost savings to development. Equidistant to both coasts and within two hours of most major attractions, more than 86 percent of Florida’s population is located within a two-hour radius of Highlands County (over 18 million people). Sebring’s central location is easy to find in the middle of the peninsula, and neighbors Florida’s best attractions without the hustle and high prices associated with major tourist areas. A recent analysis conducted by Site Selection Group found that Highlands County offers an overall cost savings of 10 to 15 percent compared to nearby metro areas.

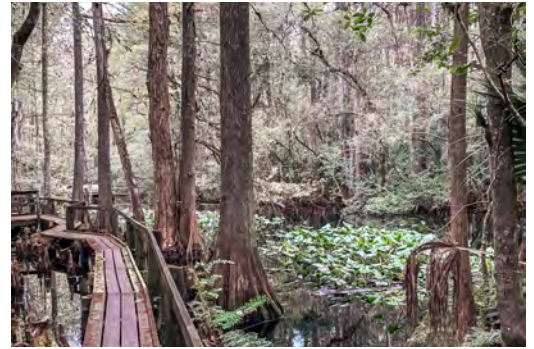
To further spur new development opportunities countywide, the Highlands County Board of County Commissioners adopted a resolution enabling Commercial PACE (Property Assessed Clean Energy) Financing. PACE is financing repaid as an assessment on the property’s regular tax bill, which enables low-cost, long-term funding for energy efficiency, renewable energy, wind mitigation and water conservation projects including multi-family apartment/mixed use developments.







Nestled among the orange groves and cattle ranches of Central Florida, you'll find its best-kept secret, Sebring. Here in the center of the Sunshine State, Sebring is most well known for the world-renown Sebring International Raceway, North America's oldest permanent road racing facility. Established in 1950, the raceway is claimed to be the birthplace of American Endurance Racing. The raceway is home to the famed annual automobile endurance race, Mobil 1 Twelve Hours of Sebring that was named the Best Motorsports Race by USA Today in both 2019 and 2020. Fans and participants alike flock to Sebring in mass from 48 states and more than 20 foreign countries each March to enjoy a week of high octane excitement at the 3.74-mile track that was originally Hendricks Field, a United States Army Air Force base during World War II. Sebring International Raceway is one of the busiest motorsports facilities in North America, active more than 300 days a year with private testing, clubs, corporate events, driving schools and other special events.

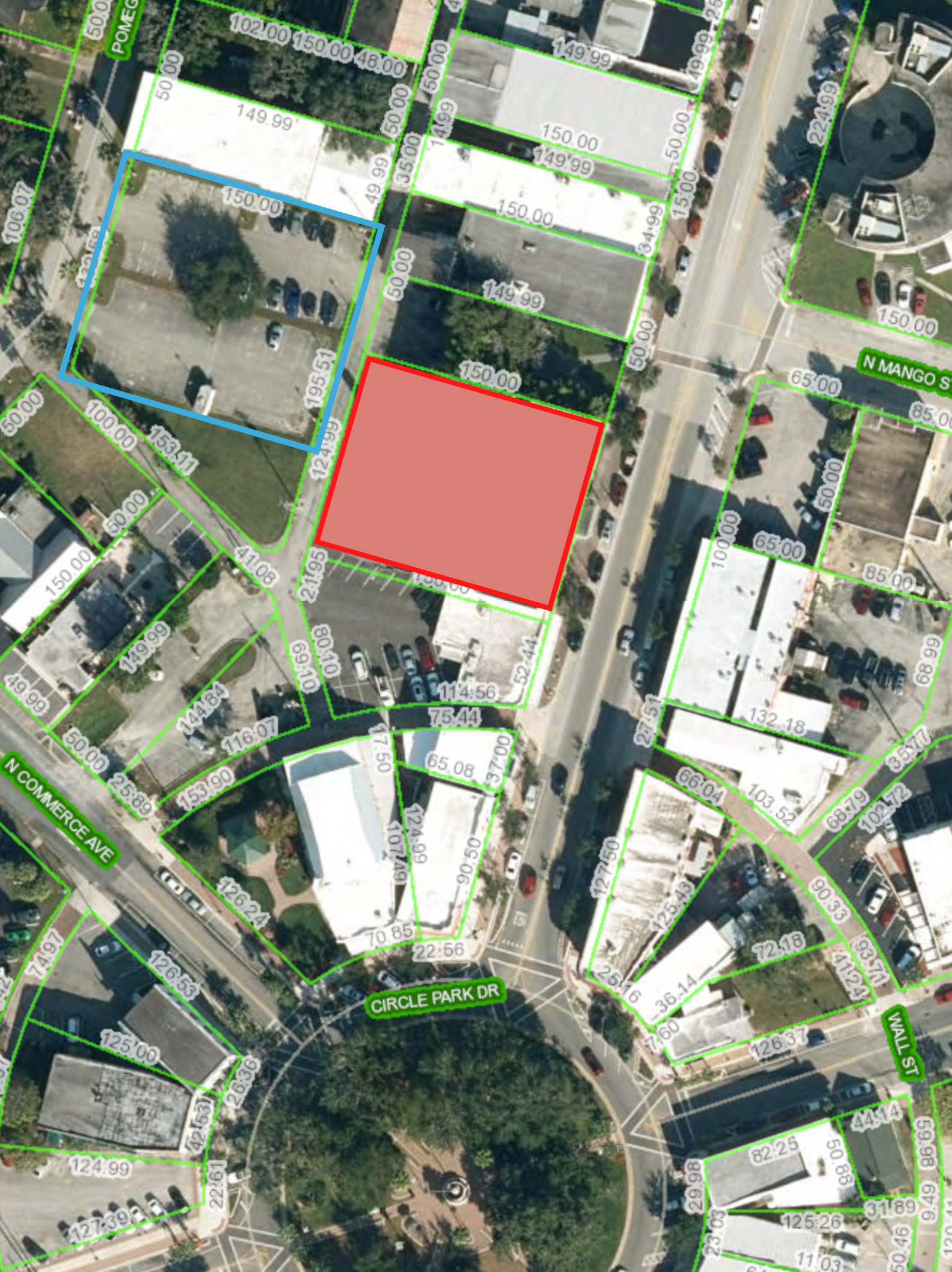


The county is an outdoor enthusiast's dream with 253 days of sunshine, and an average temperature of 83 degrees perfect for fishing and golfing. The county is also home to two state parks, more than 20 community parks, and the revered Archbold Biological Station, a leader in environmental research. Enchanting landscapes include scrub habitat and 14 endangered species. The area boasts nearly 100 freshwater lakes for fishing, boating, skiing, sailing and more than a dozen quality golf courses offering exceptional value that attract visitors from across the globe.



The county has passionately cultivated a dynamic arts community with offerings in a variety of mediums. Programs of interest include South Florida State College Theatre of Performing Arts and its Museum of Florida Arts and Culture, the Highlands Art League, the famed Lake Placid Murals and much more. Recent accolades include: SmartAsset named Highlands County the #2 best place to own a home in Florida. Sebring was named one of the best under-the-radar family destinations in the U.S. by vacationidea.com and in 2013 Readers Digest Magazine named Lake Placid "America's Most Interesting Town".





PARCEL OUTLINED IN RED IS THE SUBJECT PROJECT OFFERED AS PART OF THIS PROPOSAL. PARCEL OUTLINED IN BLUE IS A CITY OWNED PARKING LOT WITH LEASING POTENTIAL FOR ADDITIONAL PARKING.

The CRA is seeking proposals from qualified and experienced real estate developers interested in undertaking the development of the site located at 139 North Ridgewood Drive within the Sebring CRA District. The purpose of this solicitation is to continue implementation of the Community Redevelopment Plan by providing for the conveyance of the property owned by the CRA to the Developer selected for redevelopment to remove conditions of slum and blight, increase the tax base, enhance the quality of life, improve the aesthetics and useful enjoyment of the redevelopment area, and promote the health, safety, morals and welfare of the residents of the CRA and the City. Due to the importance of this particular downtown development site, it is the intention of the CRA to consider certain development “incentives” to assist in making the project feasible which might include, but not be limited to, conveyance of the property at no cost, the payment of certain impact fees, housing incentives, tax increment rebates, etc. If the developer wishes to request incentives, they must outline their request as part of the proposal.

The now vacant parcel was home to the Nan-Cess-O-Wee Hotel, a 60-room historic hotel built in 1923 by Sebring’s founder, George E. Sebring. The hotel was one of the original buildings in the historical downtown area, but had been closed since 2004. Over the years, the building fell into disrepair and was eventually condemned. The building was recently acquired by the CRA and out of necessity, was demolished. The property is zoned C-1 commercial, and an existing planned development agreement is applicable to the property from the previous owner. The CRA would support a reasonable change in the zoning if requested as part of the proposal to maximize the development opportunity. The proposed structure’s façade design will be reviewed for approval by the CRA board, and the City’s Historic Preservation Commission.

A key objective as part of the CRA’s redevelopment strategy for Downtown Sebring is the creation of a residential concentration in and around the downtown area to create the support for a day-into-evening retail, office, recreational and entertainment environment. There is a desire to provide market rate and workforce rental units to meet the county’s unmet housing demand. The CRA envisions this parcel as a major opportunity to facilitate this strategy. Additional goals include revitalization within the broader downtown area, promotion of pedestrian traffic use throughout the day and evening, as well as enhanced linkages to compatible development with current and planned commercial, retail, and recreational centers within the downtown area.

Highlands county recently conducted a housing study to analyze the housing market and provide recommendations for addressing the need for more market-rate rental options. The study demonstrated that multi-family inventory has been stagnant the past five years with no new units or developments delivered in the county in recent years. The results of the study indicated a pent up demand for multi-family housing and the need for over 600 multi-family units. The full study will be provided as an addendum for reference.



**COVER LETTER/LETTER OF INTEREST**

1. Cover Letter/Letter of Interest including reference to this solicitation. (2 pages maximum)

**SECTION A**

1. Narrative and Vision Statement

- a. Detail the respondents' vision for the project and site, including how the envisioned project will revitalize the property, achieve the goals and objectives of the CRA, and enhance the CRA district

**SECTION B**

1. Development Concept

- a. Present in both narrative and visual form the extent of the development proposal for the Site. Drawings may be "conceptual" in format but should be detailed enough to reflect the scope of the proposed development. Narrative elements to be addressed include:
  - i. Description of the development concept planned for the property
  - ii. Description of how the proposed concept for the property achieves the goals and objectives of the CRA
  - iii. Economic impact project will have on the overall CRA district
  - iv. Height
  - v. Scale
  - vi. Density and Intensity
  - vii. Apartment sizes to be offered
  - viii. Tenant amenities to be offered
  - ix. Proposed parking for the project
    1. Respondent has the ability to explore the option of leasing the parking lot in the rear of the property from the City of Sebring for additional parking for the project
  - x. Visual impact project will have on the aesthetic of the CRA district
  - xi. Proposed architectural style and material types
  - xii. Highlight use of any creative and innovative design solutions
  - xiii. Detail desired ownership transfer terms for the property from the CRA to the respondent

**SECTION C**

1. Developer Experience and Qualifications

- a. Developer information
- b. Legal name and principal office address
- c. Telephone number and e-mail address(es)
- d. Name of agent representing firm and able to negotiate with the CRA
- e. Project team
  - i. Names and qualifications of all team members, legal counsel, architect, financial institution, contractor (if applicable)
  - ii. A statement of the relationship between the developer and any parent company or subsidiaries that might be involved in the development
- f. List of prior development experience including a short summary of relevant project(s), to include a listing of total projects/units developed within the last five (5) years

**SECTION D**

1. Legal and Financial Feasibility

- a. Financial institution reference contact(s)' names and contact information
- b. Preliminary financial plan to include:
  - i. Construction Budget detailing total project cost and proposed source(s) of funding
  - ii. Demonstration of developer's financial capacity to develop the site
  - iii. A brief description of the operating plan, including price points of proposed lease/rental rates
  - iv. Any incentives desired to improve project feasibility



**SECTION E**

1. Proposed Project Timeline
  - a. Design
  - b. Review and Permitting
  - c. Construction

**SECTION F**

1. Forms (included)
  - a. Non-Collusion Affidavit of Prime Proposer Submittal Page
  - b. Drug-Free Workplace Submittal Page
  - c. Insurance Submittal Page
  - d. Indemnification
  - e. Public Entities Crime Statement
2. Additional Forms (to be provided by proposer)
  - a. Firm's W9
  - b. Insurance certificates
  - c. MBE/WBE certificate (if applicable)
    - i. Proof of certification must be provided with proposal packet to receive points for this certification as part of the evaluation process

**SECTION 4 – RFP RESPONSE SUBMITTALS**

**FORMS AND NUMBER OF COPIES**

Respondents shall submit one (1) signed original and four (4) complete copies of the package.

One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

All submissions shall be sealed and delivered to:

City of Sebring, Purchasing Department  
**Attention: Lisa Osha**  
368 South Commerce Avenue  
Sebring, FL 33870

**DEADLINE FOR SUBMITTAL**

All proposals shall be submitted to the Purchasing Division on or before 3:00 PM, March 12, 2021.

All submissions must be submitted no later than the official RFP due date and time, or as amended by addenda to the RFP. Any proposals received after the designated time and date will be returned unopened.

**OPENING**

Proposals are due on or before Friday, March 12, 2021 at 3:00 PM at which time all proposals will be publicly opened in the City Council Chambers of City Hall located at 368 South Commerce Avenue, Sebring, FL 33870.

**SECTION 5 – EVALUATION OF SUBMISSIONS**

**EVALUATION CRITERIA**

The evaluation criteria in the selection of respondents will include but not be limited to the following:

1. Overall development concept for the property, and the extent to which it is consistent with the goals, and objectives of the Community Redevelopment Plan for the Downtown Sebring Community Redevelopment Agency
2. Qualifications and experience of the responded and key members of the development team
3. Financial capacity of the respondent to redevelop the property

**EVALUATION METHOD**

The CRA shall be the sole judge of the best interests of the City, the submission and the resulting negotiated agreement. The following evaluation criteria will be used:

Evaluation	Score 1-5	Weighted Score
Narrative & Vision Statement		x5/ _____
Development Concept		x35/ _____
Developer Experience & Qualifications		x25/ _____
Legal & Financial Feasibility		x20/ _____
Proposed Project Timeline		x10/ _____
MBE/WBE Certification		x5/ _____
<b>Total Points Possible = 500 (ranking 0-5 multiplied by weight)</b>		

**SELECTION PROCESS**

The evaluation committee will be comprised of three (3) to five (5) CRA board members and will be responsible for evaluating and ranking the proposals submitted by all of the firms regarding this proposal in accordance with the criteria contained in this RFP, and applicable City code provisions to the extent not otherwise prohibited by law. The Selection Committee will evaluate the proposals and may require some or all of the Proposers to provide additional information in the form of an interview/presentation. The evaluation committee will make its recommendation to the CRA Board for award and execution of contract(s). The City of Sebring/CRA reserves the right to reject any and all responses, or portions thereof, received as a result of this request, as may be deemed to be in the best interest of CRA. City of Sebring/CRA further retains the right to waive any irregularities of any submission.

Proposals must be clear, concise, and specific. To facilitate effective evaluation by the City/CRA, proposals shall be limited to 50 pages, excluding sectional dividers, front and back covers. Proposals which exceed this length will be considered non-responsive and will not be evaluated. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.

**ANTICIPATED TIMELINE**

Proposals due: **March 12, 2021**

Evaluation and ranking of firms: **TBD**

Interviews if necessary: **TBD**

Award: **TBD**

**SECTION 6 - GENERAL TERMS AND CONDITIONS (Rev 7/2020)**

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

**COMPLIANCE WITH APPLICABLE LAWS:**

The submitting company will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Respondent acknowledges that City is a drug-free workplace. Respondent covenants that all employees of the Respondent working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Respondent will adhere to the provisions of Florida Statute 287.087.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Respondent represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The respondent is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Respondent is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The respondent must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the respondent upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or [kathyhaley@mysebring.com](mailto:kathyhaley@mysebring.com).**

Successful proposer shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.



1. **ACCEPTANCE AND WARRANTY:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Respondent of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Respondent shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

2. **ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.**

3. **ASSIGNMENT:** Awarded Respondent shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

4. **BONDING:** Not applicable to this solicitation.

5. **CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the contract documents. A Change Order shall be considered a written order to the Respondent signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

6. **CONTACT INFORMATION:** Lisa Osha, Purchasing Agent, purchasing@mysebring.com. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**7. COPYRIGHTS:**

1) If awarded a contract, the respondent agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The respondent further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Respondent agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the respondent’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the respondent for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

**8. DAMAGE TO PROPERTY:** Respondent agrees that all City or third party owned property that is damaged by the Respondent's personnel or equipment shall be repaired or replaced promptly, at Respondent's expense.

**9. DEFAULT:** In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

**10. DEFINITIONS:** For the purpose of this Request for Proposal, respondent shall mean contractors, consultants, proposers, organizations, firms, companies, individuals, or other persons submitting a response to this Request for Proposal.

**11. DUE CARE AND DILIGENCE:** has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**12. INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

1) Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

2) Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

4) Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

**13. NOTICES:** All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

**14. PREPARATION COSTS:** The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

**15. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**16. RESPONSES/BIDS:** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

**17. STATEMENT OF INDEMNIFICATION:** The Respondent/Consultant hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Respondent/Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Respondent. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Respondent, any subcontractor, or anyone directly or indirectly employed by any of them. The Respondent's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Respondent's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

**18. TIME:** Time is of the essence of this agreement.

**19. PROTEST:** Failure to file a protest within the time prescribed in the City of Sebring's Purchasing Policy shall constitute a waiver of the bidder's right to protest.

**PROPOSERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE SUBMISSION DATE. ALL QUESTIONS SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.**



### **1) Information or Clarification**

Bidders are urged to promptly review the requirements of all specifications and submit questions to the Purchasing Agent at purchasing@mysebring.com for resolutions as early as possible during the bid period. All questions will be answered up five (5) days prior to the bid opening and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

### **2) Development Costs**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

### **3) Equal Opportunity**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

### **4) Copeland "Anti-Kickback" Act**

The Respondent must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

### **5) Public Entity Crimes**

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

### **6) Legal Requirements**

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

### **7) Wage Rates/Equal Employment Opportunity**

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Respondent must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the respondent.

### **8) Employment Eligibility**

The contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the contractor to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the contractor must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the contractor, the contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER  
(SUBMITTAL PAGE)**

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

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

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

1. he/she is \_\_\_\_\_ 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 of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element 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 the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM  
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

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 employee 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 programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States 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.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**INSURANCE  
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFQ #\_\_\_\_\_.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

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

\_\_\_\_\_  
Proposer (signature)

## **INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws



or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: \_\_\_\_\_  
Signature of Owner or Officer

DATE: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

\_\_\_\_\_  
Organization Phone Number

STATE OF: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of  
20\_\_\_\_ by \_\_\_\_\_ of  
\_\_\_\_\_(Company Name).

He/She is personally known to me or has produced \_\_\_\_\_  
as identification, and did \_\_\_\_\_/did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Notary Seal

**SWORN STATEMENT PURSUANT TO  
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by \_\_\_\_\_ for \_\_\_\_\_ [print  
individual's name and title]

\_\_\_\_\_  
[print name of entity submitting sworn statement]

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

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

- A predecessor or successor of a person convicted of a public entity crime; or

- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

STATE OF \_\_\_\_\_

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

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_

who is personally known to me and who \_\_\_\_\_ did / \_\_\_\_\_ did not take an oath.

\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_