



Utilities Advisory Board Minutes

August 19, 2020 at 12:00 p.m.

Virtual | Winter Park, Florida

Present

Jack Miles (Chair), Mary Dipboye (Vice Chair), Paul Conway, Michael Poole, Tate Scott, Jacob Kuzman, Karim Arja

City of Winter Park Staff

Dan D'Alessandro, Director of Electric Utility

Justin Isler, Operations Manager Electric Utility

Wes Hamil, Director of Finance

David Zusi, Director of Water & Wastewater Utility

Jason Riegler, Asst. Director of Water & Wastewater Utility

Vanessa Balta-Cook, Sustainability & Permitting Planner

Karen Hood, Recording Secretary

Guest

None

Absent

Michael Passarella, Engineer Electric Utility

Kristopher Stenger, Assistant Director Building & Permitting Services

Meeting called to order

The meeting was conducted via Zoom webinar. Jack Miles called the meeting to order at 12:00 p.m.

Approval of minutes

Jack Miles asked for a motion to approve the minutes from the July 22, 2020 meeting. Paul Conway moved to approve the minutes and Mary Dipboye seconded the motion. The motion was carried unanimously.

Citizen Comments

None

Items for discussion

- A. Jack Miles discussed and reviewed the agenda format, During the discussion Karen Hood was asked to find out the policy on posting draft minutes to the City website before they are approved.
- B. Wes Hamil reviewed the RFP-7-2020 to bring the new board members up to date (attached here). He stated Leidos was selected and Craig Shepard is leading the effort. Leidos will be asked to provide the UAB an update on the progress to date.

- C. Tate Scott presented the “Development of Dashboard” on metrics and measures (attached here). He would like this dashboard to be one page. He requested a work session to pull together metrics to bring to the UAB next month. Volunteers for work session are Paul Conway, Mary Dipboye, Tate Scott, Karim Arja, Jack Miles, Dan D’Alessandro, David Zusi, Wes Hamil, and Karen Hood.
- D. Wes Hamil gave an update on COVID-19 accounts receivable (attached here). He reported the 211 program is not working as he previously thought and is working on this with United Way.

Department Updates

Water & Wastewater Utility presented by David Zusi (attached here)

Electric Utility presented by Dan D’Alessandro (attached here)

Financial report presented by Wes Hamil (attached here)

Adjournment

Jack Miles requested a motion to adjourn the meeting. Paul Conway moved to adjourn and Michael Poole seconded. The motion was carried unanimously.

Chmn. Miles adjourned the meeting at 1:37 p.m. Next meeting is September 16, 2020

Respectfully Submitted,
Karen Hood
Recording Secretary

Winter Park Utilities Advisory Board Discussion

Metrics/Key Performance Indicators/Dashboard

August 19, 2020

DRAFT

Metrics Dashboard Discussion

- Objectives
- Process
- Examples

Why a Metrics/KPI Dashboard for WP Utilities?

- We are a real business.
- Measure it and people pay attention to it.
- Insight into the business before making a dive.
- Benchmarking
- Time to focus on the right stuff
 - Industry Trends, Changes/Costs of Service Delivery, New Technologies, Fuel Types & Renewable energy requirement, change monopoly of service, employee needs
 - Our changing customer(s)
- BUT we must chose the right metrics/key performance indicators
 - Overconfidence: People's deep confidence in their judgments and abilities is often at odds with reality
 - Availability: Tend, for example, to overestimate the importance of information we've encountered recently, frequently, or top of mind.
 - Status quo: Stay the course, won't abandon existing metrics.

How to implement a metrics/kpi dashboard?

- Governing Objectives
- Theory of cause and effect - assess/presume drivers of the objective
 - What is really driving our business?
 - Financial metrics can't capture all value-creating activities
 - Customer loyalty, customer satisfaction, product quality?
 - Cost of Service Study leading indicators
- Identify the specific activities that employees can do to help achieve the governing objective – this can't be a top down project

Governing Objectives

- Propose enhancements toward
 - Recognition of our significant business status and
 - Customer Focus
- Who are our customers? (Electric, Water, etc.)
- HOW HAPPY (or miserable) are our customers and how happy do we want them?

Which metrics/key indicators

- Need metrics that reliably reveal cause and effect.
 - Persistently occurring
 - Predictive value

Companies that link nonfinancial measures and value creation stand a better chance of improving results

Proposed Categories:

- Customers
- Operations
- Environment
- Human Capital
- Constituents Satisfaction (Up, Down, Exterior)
- Key Projects
- Fiscal Management

Next Steps

Proposed Plan of Action

Working Session prior to next meeting

List of existing and desired metrics by category, e.g. how can we measure how happy/miserable are our customers?

Evaluate linkage to governing objective – what can employees do?

Obtain Input from Advisors/Constituents (Begin Socialization within city mgmt for input and success)

Obtain input from potential Benchmarking partners

Obtain Inputs from Cost of Service Study

Project Plan to include messaging to constituents

Present Project plan at next open UAB

Examples

- Annual labor cost per device
- Average cost per job category
- Average cost per megawatt produced
- Average labor hours per device per year
- Average maintenance cost per mile of pipe/line/cable
- Average number of days each work order is past due
- Average number of labor hours to complete a maintenance task
- Average response time to fix breaks
- Average revenue per megawatt produced
- Average time to settle a rate case
- Consumption analyzed by units consumed and target reduction achieved
- Crew productivity
- Drinking water quality - Percentage of water tests that meet regulatory standards
- Electrical grid load
- Equipment failure rate
- Equipment unavailability, hours per year - Planned maintenance
- Equipment unavailability, hours per year - Sustained fault
- Equipment unavailability, hours per year - Temporary fault
- Equipment unavailability, hours per year - Unplanned maintenance
- Maintenance backlog
- Maintenance cost as a percentage of manufacturing cost
- Maintenance technician's skill level improvement, year over-year
- Mean time to repair
- Number of complaints received by type
- Number of customers who were cut off due to violations of regulations
- Number of disconnections
- Number of pending work orders

Examples

- Number of power failures per year
- Number of reported gas leakages per 1,000 households
- Number of sewage blockages per month/year
- Number of staff per 1,000 customer connections
- Number of uncontrolled sewage overflows affecting private properties
- Outage time per event
- Percentage of customers that would characterize their bills as accurate and timely
- Percentage of possible power revenue billed
- Percentage reduction in number of complaints to the local regulatory body
- Percentage reduction in number of employee injuries
- Percentage reduction in number of equipment failures
- Percentage of maintenance work orders requiring rework
- Percentage of man-hours used for proactive work
- Percentage of scheduled man-hours to total man-hours
- Profit redistribution (rural electric coops)
- Reduction in hazardous liquid spill notification time
- Reduction or stabilization in rates (municipally owned utilities)
- Response time to gas or water leaks
- Sewage system reliability
- Station unavailability - Planned maintenance
- Station unavailability - Sustained fault
- Station unavailability - Temporary fault
- Total shareholder returns (investor-owned utilities)
- Total time to complete new customer connections

Examples

- Transformer/pump station reliability
- Voltage deviations per year
- Water system reliability
- Customers per employee
- Operation and maintenance expenses per customer
- Power supply expense per kWh
- Distribution operation and maintenance expenses per customer
- Customer costs per customer
- Operation and maintenance expenses per kWh sold
- Power supply expense per kWh sold
- Retail customers per meter reader
- Distribution operation and maintenance expenses per distribution mile
- Administrative and general expenses per customer
- Labor expenses per labor hour
- OSHA incident rate per worker hour
- System load factor
- Average number of years to retirement by employee by department
- Renewable energy portfolio mix of power supply
- Reliability (SAIDI, CAIDI, SAIFI)
- Energy loss percentage
- Average age per employee by department
- Full time equivalent employees per department
- Renewable energy power output capacity

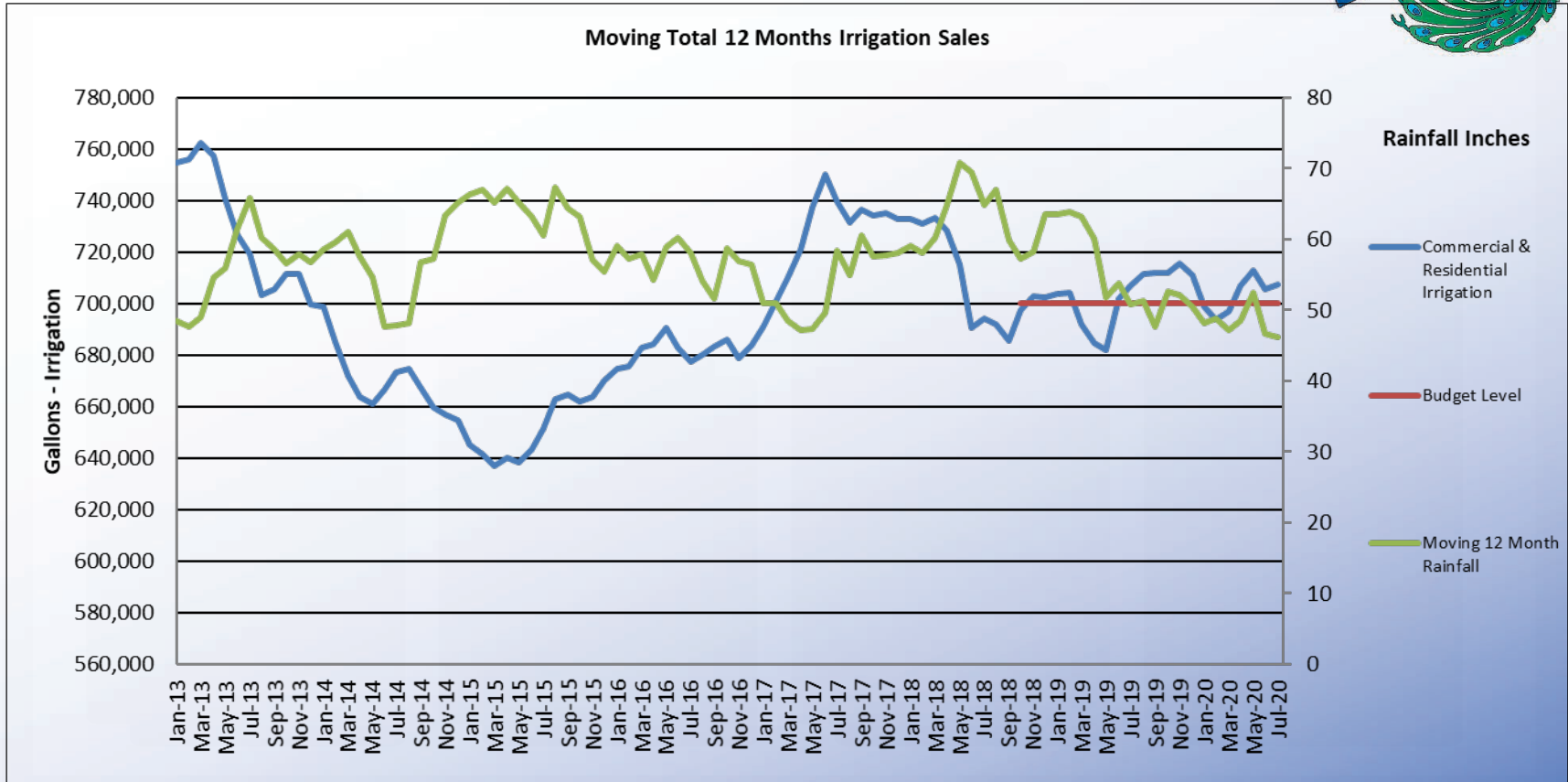
Moving Total 12 Months Water Sales



Moving Total 12 Months Water Sales



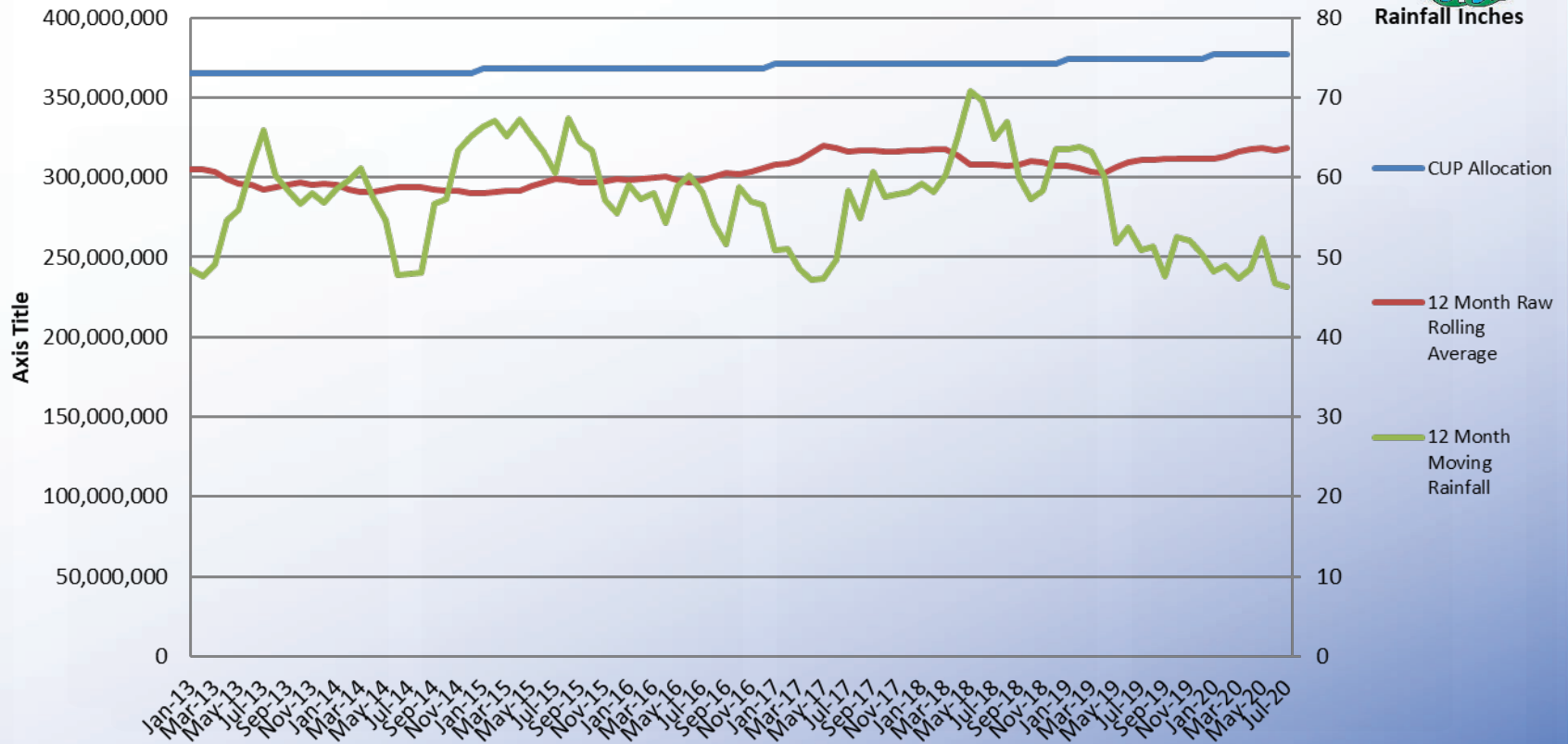
Moving Total 12 Months Irrigation Sales

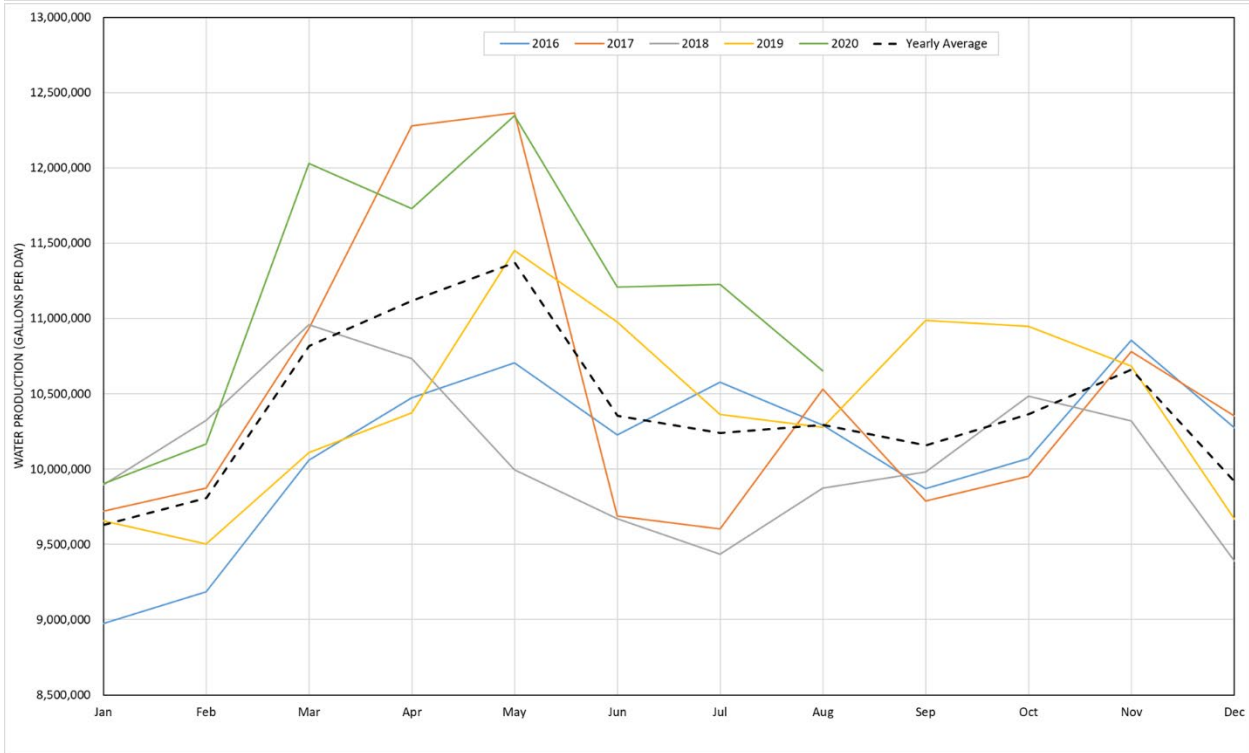
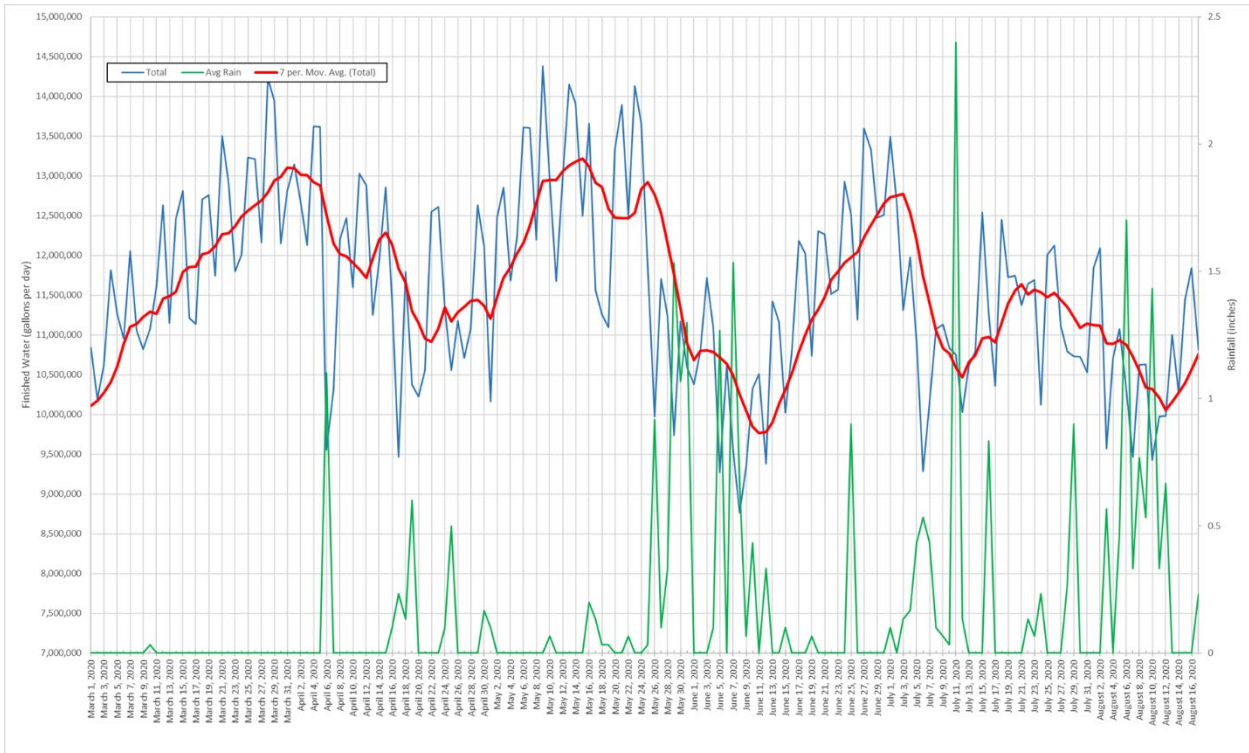


Consumptive Use Permit (CUP) vs Actual Total Water Draw



CUP vs Actual Total Water Draw





Monthly Electric Utility Update 7/3/20

Miles of Undergrounding performed

- Project G: 4.1 miles (88% complete)
- Project I: 6.9 miles (35% complete)
- Project M: 0.4 miles (Completed)
- Walnut/Chestnut (for Drainage within project "I"): 0.1 miles (90% complete)
- Project W: 0.26 miles (75% complete)
- Project Z, Yorkshire/Halifax/Brookview (Mayflower expansion): (Completed)
- Project X – 1424 Gay Rd (0.07) and 1031 Morse (0.23): 0.3 miles (Completed)

TOTAL so far for FY 2020- 5.25 miles

OH/UG Budget update

- 2020 Undergrounding budget = 4.425M
- FYTD = 2.98

Notes of Interest

- **Fairbanks project:** Project is 90% complete. The poles remaining on Fairbanks are supporting Spectrum cables. Spectrum is on Fairbanks working currently. Paving of Fairbanks is complete with the exception of final striping, which will take place August 9th and 10th. Streetlights for the South side of the project are on order and will be delivered week of 9/21. We will begin installation immediately thereafter.

Issues/Concerns

- We will not complete project "I" in fiscal 2020.
- Our SAIDI numbers will increase due to the lengthy outage on June 22nd. This was a feeder outage on the OUC feeders that we had a difficult time isolating the issue. This affected 901 customers for 116 minutes. We restored 840 customers in a bit less than 2 hours and the remaining customers experienced outages up to 8 hours due to switching errors in our automated scheme that we have since reconfigured. Large customer count outages adversely affect our SAIDI numbers, which we rarely experience.
- **COVID-19 update**
 - With the Covid spike we have kept office staff assigned an every other day schedule to work from office and home.
 - The linemen are working a full time schedule. Still wearing masks and social distancing when able.
 - Our locators remain working a full time schedule with rotating start times to respect social distancing.
 - Both HDD and Heart contractors remain working on their projects.

2020 Goals

- Complete Fairbanks undergrounding
- Complete 5 miles of underground conversions on the projects as designed
 - G and H & I
- Identify and complete areas with poor reliability for targeted undergrounding advancement (stretch goal of 2 miles)
- We will utilize targeted overtime with Heart crews to accomplish the additional 2 mile stretch goal
- Lock down a plan to have a stable method for assessing the customer charge on our bills. We have been working with the UAB and the FMPA to lock down a plan.
- Secure renewal of OUC Contract (Commission approved 11/25)
- Negotiate and secure a 2nd interconnection with OUC (Obviously depends on appropriate deal)
- Secure additional 10MW of Solar from FMPA (Commission approved 11/25) (if secured this would make 30% of our capacity from renewable resources)
- Green indicates goal has been met
- Red indicates goal will not be met

Financial Report

For the Month of July (83% of fiscal year lapsed) Fiscal Year 2020

Water and Sewer Fund

Water and sewer sales in terms of thousands of gallons have not (in total) been negatively impacted by the pandemic. Total thousands of gallons are 0.7% greater than those for the ten months ended July 31, 2019.

Revenues and expenses are both tracking favorably with the budget.

Capital project funding in the budget includes money for improvements to the Iron Bridge Wastewater Treatment Facility, installing fiber connectivity to the water treatment plants, upgrading the meter data system, and I-4 Ultimate (completed at this point). The timing of some of the Iron Bridge improvements (budgeted at \$3,724,515) is controlled by the City of Orlando. Much of the City's wastewater goes to Iron Bridge for treatment and the City shares in the cost of maintaining and improving this facility.

The bottom line reflects a positive \$1,664,553 and projected debt service coverage of 2.87 for the fiscal year, well above the minimum ratio of 1.25.

Electric Services Fund

We are seeing increases in our residential customer sales and decreases in some of our commercial sales of kWh as a result of COVID-19. Overall, it appears we will be very close to our annual forecast of 420,000,000 kWh sales.

The fuel rate holiday for the month of May reduced the City's fuel cost stabilization fund balance by \$662,617. The July 31 balance in the fund is \$1,265,479. The City's target balance for 12/31/2020 is \$1,200,000. Staff will continue to monitor fuel costs and adjust rates accordingly if necessary. The \$3,206,271 projected positive variance in fuel costs reflects how much fuel costs have declined and how the City was able to set its fuel cost recovery rates to zero for the month of May at no sacrifice to the financial position since fuel costs are a pass through to the customer.

The City's new bulk power deals with Florida Municipal Power Agency and OUC are providing cost savings as projected. Savings in bulk power are the main driver in the positive addition to working capital of \$3,222,305.

WINTER PARK WATER AND WASTEWATER METRICS
July 31, 2020

	FY 2020 YTD				FY 2019 YTD	
	FY 2020 YTD	FY 2020 Annualized	FY 2020 Budget	Variance from Budget	FY 2019 YTD	FY 2019 in Total
Operating Performance:						
Water and Irrigation Sales (thousands of gallons)						
Sewer - inside city limits	865,800	1,031,058	1,015,000	16,058	848,571	1,011,909
Sewer - outside city limits	712,957	850,415	890,000	(39,585)	732,546	875,441
Water - inside city limits	1,371,220	1,637,588	1,500,000	137,588	1,310,901	1,570,520
Irrigation - Inside City	501,065	599,299	585,000	14,299	501,718	597,526
Water - outside city limits	978,936	1,168,564	1,235,000	(66,436)	999,844	1,191,314
Irrigation - Outside City	92,072	109,457	115,000	(5,543)	95,233	113,481
Total	4,522,050	5,396,380	5,340,000	56,380	4,488,813	5,360,191

Operating revenues:						
Sewer - inside city limits	\$ 5,683,814	\$ 6,768,703	\$ 6,853,863	\$ (85,160)	5,558,588	6,578,659
Sewer - outside city limits	5,954,224	7,102,198	7,187,087	(84,889)	5,815,381	6,904,201
Water - inside city limits	8,257,077	9,861,066	9,416,085	444,981	7,832,294	9,311,730
Water - outside city limits	4,908,960	5,859,867	5,860,424	(557)	4,822,614	5,715,448
Other operating revenues	1,469,886	1,763,863	1,710,000	53,863	1,416,590	1,774,573
Total operating revenues	26,273,960	31,355,697	31,027,459	328,238	25,445,467	30,284,611
Operating expenses:						
General and administration	1,675,438	2,010,525	2,192,373	181,848	1,600,122	1,935,137
Operations	10,110,677	12,771,381	12,856,690	85,309	10,129,444	12,859,869
Labor costs capitalized	306,931	368,317	400,000	31,683	255,473	415,000
Wastewater treatment by other agencies	4,364,872	5,237,847	5,429,114	191,267	3,791,666	5,114,188
Total operating expenses	16,457,917	20,388,070	20,878,177	490,107	15,776,705	20,324,194
Net Operating income	9,816,043	10,967,627	10,149,282	818,345	9,668,762	9,960,418

WINTER PARK WATER AND WASTEWATER METRICS
July 31, 2020

	FY 2020 YTD				FY 2019 YTD	
	FY 2020 YTD	FY 2020 Annualized	FY 2020 Budget	Variance from Budget	FY 2019 YTD	FY 2019 in Total
Other sources (uses):						
Investment earnings	180,153	216,184	58,154	158,030	498,367	446,431
Miscellaneous revenue	18,710	22,452	12,000	10,452	11,632	19,899
Transfer to Renewal and Replacement Fund	(1,358,991)	(1,630,789)	(1,630,789)	0	(1,752,914)	(2,096,335)
Transfer to General Fund	(2,122,451)	(2,546,941)	(2,546,941)	0	(2,038,790)	(2,446,548)
Transfer for Organizational Support	(64,708)	(77,650)	(77,650)	0	(64,462)	(77,354)
Transfer to Capital Projects Fund	(172,917)	(207,500)	(207,500)	(0)	(326,282)	(351,538)
Transfer to Electric Fund	-	-	(181,995)	181,995	(157,026)	(188,431)
Other Capital Spending	(591,980)	(710,377)	(6,068,938)	5,358,561	(169,358)	(169,358)
Debt service sinking fund deposits	(4,039,306)	(4,039,306)	(3,804,490)	(234,816)	(4,334,913)	(5,176,360)
Total other sources (uses)	(8,151,490)	(8,973,927)	(14,448,149)	5,474,222	(8,333,746)	(10,039,594)
Net increase (decrease) in funds	\$ 1,664,553	\$ 1,993,700	\$ (4,298,867)	\$ 6,292,567	1,335,016	(79,177)
Debt service coverage		2.87				2.09

WINTER PARK ELECTRIC UTILITY METRICS

July 31, 2020

	FY'20	FY'20	FY'20	Variance			
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	from	<u>FY'19</u>	<u>FY'18</u>	<u>FY'17</u>
				<u>Budget</u>			
<u>Technical Performance</u>							
Net Sales (kWh)	335,613,634	418,503,946	420,000,000	(1,496,054)	425,487,483	414,329,035	424,821,271
Average Revenue/kWh	0.1018	0.1010			0.1098		0.1043
Wholesale Power Purchased (kWh)	352,008,008	437,853,860	442,105,263	(4,251,403)	439,804,052	434,246,377	429,845,391
Wholesale Power Cost/kWh	(0.0441)	(0.0438)			(0.0591)	(0.0632)	(0.0627)
Gross margin	0.0577	0.0572			0.0507		0.0415
Sold vs. Purchased kWh Ratio	95.34%	95.58%	95.00%		96.74%	95.41%	98.83%
<u>Revenues and Expenses Directly Related to Sales of Electricity:</u>							
Electric Sales:							
Customer charges - residential	2,052,160	2,462,593	2,482,314	(19,721)	2,232,225		
Customer charges - commercial and public authority	453,147	543,776	548,363	(4,587)	499,223		
Demand charges	2,348,360	2,818,032	2,916,488	(98,456)	2,694,021		
Street Lighting	314,268	377,122	383,100	(5,978)	380,733		
Non-Fuel kWh charges	21,758,397	27,132,315	27,342,334	(210,018)	28,308,084	33,381,040	30,628,559
Fuel	7,242,739	8,950,305	12,156,576	(3,206,271)	12,623,109	13,739,354	13,663,392
Purchased Power :							
Fuel	(7,288,118)	(9,065,506)	(12,156,576)	3,091,070	(12,616,487)	(13,739,354)	(12,619,342)
Non-Fuel	(5,626,479)	(6,998,635)	(7,539,787)	541,152	(9,916,779)	(10,180,683)	(10,778,312)
Transmission Power Cost	(2,607,202)	(3,128,642)	(3,357,884)	229,242	(3,468,020)	(3,510,746)	(3,558,875)
Net Revenue from Sales of Electricity	18,647,272	23,091,359	22,774,927	316,432	20,736,109	19,689,611	17,335,422
<u>Other Operating Income (Expenses):</u>							
Other Operating Revenues	269,820	323,785	346,900	(23,115)	319,801	350,997	276,212
General and Administrative Expenses	(1,732,406)	(2,078,888)	(1,862,409)	(216,479)	(2,011,213)	(1,804,767)	(1,705,609)
Operating Expenses	(4,343,845)	(5,212,614)	(5,946,691)	734,077	(5,721,815)	(5,616,455)	(7,170,834)
Total Other Operating Income (Expenses)	(5,806,431)	(6,967,717)	(7,462,200)	494,483	(7,413,227)	(7,070,224)	(8,600,231)
Net Operating Income	12,840,841	16,123,641	15,312,727	810,915	13,322,883	12,619,387	8,735,191

WINTER PARK ELECTRIC UTILITY METRICS

July 31, 2020

	FY'20	FY'20	FY'20	Variance			
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	from	<u>FY'19</u>	<u>FY'18</u>	<u>FY'17</u>
				<u>Budget</u>			
Nonoperating Revenues (Expenses):							
Investment Earnings	(55,099)	(66,119)	(25,000)	(41,119)	(386,874)	(34,021)	(35,398)
Principal on Debt	(2,429,167)	(2,915,000)	(2,915,000)	-	(2,670,000)	(2,530,000)	(2,450,000)
Interest on Debt	(1,545,022)	(1,854,026)	(1,876,526)	22,500	(2,218,854)	(2,913,548)	(2,995,826)
Miscellaneous Revenue	33,898	40,677	-	40,677	22,635	83,427	21,910
Proceeds from Sale of Assets	49,475	59,370	25,000	34,370	25,886	32,599	18,592
Contributions in Aid of Construction (CIAC)	240,983	289,179	500,000	(210,821)	479,648	789,480	498,577
Residential Underground Conversions	83,890	100,668	80,000	20,668	68,245	81,158	94,004
Capital (including the costs of improvements paid for by CIAC revenues)	(642,823)	(1,855,000)	(1,855,000)	-	(2,174,625)	(1,678,010)	(1,546,321)
Replacement of Substation Transformer	-	-	-	-	-	-	-
Reimbursement of Fairbanks Distribution Line Costs	2,871,548	2,871,548	-	2,871,548	1,333,048	-	-
Undergrounding Fairbanks Distribution Lines	(2,871,548)	(2,871,548)	(1,738,873)	(1,132,675)	(1,333,048)	(1,029)	-
Undergrounding of Power Lines	(3,402,057)	(4,425,000)	(4,425,000)	-	(3,851,032)	(4,429,125)	(3,303,800)
Total Nonoperating Revenues (Expenses)	(7,665,923)	(10,625,251)	(12,230,399)	1,605,148	(10,704,970)	(10,599,071)	(9,698,262)
Income Before Operating Transfers	5,174,918	5,498,391	3,082,328	2,416,063	2,617,913	2,020,317	(963,071)
Operating Transfers In/Out:							
Transfers from Water and Sewer Fund	151,663	181,995	181,995	-	188,431	146,561	1,151,088
Transfers to General Fund	(1,891,193)	(2,358,283)	(2,545,301)	187,018	(2,577,382)	(2,557,836)	(2,463,692)
Transfers for organizational support	(102,665)	(123,198)	(123,198)	-	(126,258)	(120,705)	(118,947)
Transfers to capital projects	(110,417)	(132,500)	(132,500)	-	(99,615)	(122,500)	(179,771)
Total Operating Transfers	(1,952,613)	(2,431,986)	(2,619,004)	187,018	(2,614,824)	(2,654,480)	(1,611,322)
Net Change in Working Capital	3,222,305	3,066,405	463,324	2,603,081	3,089	(634,164)	(2,574,393)
Other Financial Parameters							
Debt Service Coverage		3.37			2.59	2.53	1.67
Fixed Rate Bonds Outstanding	55,945,000				56,595,000	62,185,000	64,685,000
Auction Rate Bonds Outstanding	-				-	1,000,000	1,030,000
Total Bonds Outstanding	55,945,000				56,595,000	63,185,000	65,715,000
Principal Retired	2,915,000				2,670,000	2,530,000	2,450,000
Cash Balance					(4,187,304)	(2,377,803)	(324,693)
Current year change in cash balance					(1,809,501)		

WINTER PARK ELECTRIC UTILITY METRICS
July 31, 2020

	FY'20	FY'20	FY'20	Variance	FY'19	FY'18	FY'17
	<u>YTD</u>	<u>Annualized</u>	<u>Budget</u>	<u>from</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
<u>Fuel Cost Stabilization Fund Balance:</u>							
Beginning Balance	1,315,201					1,998,073	2,127,701
Fuel Revenues	7,238,396					13,516,532	13,821,741
Fuel Expenses	<u>(7,288,118)</u>					<u>(14,211,039)</u>	<u>(13,951,369)</u>
Ending Balance	<u>1,265,479</u>					<u>1,303,566</u>	<u>1,998,073</u>
Current year change in fuel stabilization fund	(49,722)					(694,507)	(129,628)

Notes

Fiscal Years run from October to September; FY'20 is 10/1/19 to 9/30/20



401 South Park Avenue • Winter Park, Florida 32789

407-599-3364 • cityofwinterpark.org/kwpb

**Keep
Winter Park
Beautiful &
Sustainable
Advisory Board**

Report for UAB Meeting-8/19/2020

Electric Vehicle Charging Infrastructure Ordinance

Winter Park Draft (previously approved by UAB) currently proposes:

- New Single Family Homes & Duplex
 - With Garage: 240V Outlet in close proximity to one designated vehicle parking space
 - Without Garage: Conduit between dwelling and designated vehicle parking space
- New Multifamily & Non-Residential
 - With Individual Garages: 240V Outlet in close proximity to one designated vehicle parking space
 - With Common Use Surface Parking or Spaces within a Parking Garage: Conduit between dwelling and designated vehicle parking space for minimum of 20% of required parking spaces
 - Development requiring 50 or more parking spaces: Minimum of 2% of required spaces (or minimum of 2 parking spaces) must have Level-2 EV Charging Station installed

We are working with Orange County and City of Orlando Sustainability Offices to create consensus policy language and engaging regional interest groups (e.g., Greater Orlando Builders Association, Apartment Association of Greater Orlando, Building Owners and Managers Association Orlando, NAIOP Commercial Real Estate Development Association C. FL). Feedback may modify our ordinance, **would the UAB like us to come back with the updated ordinance prior to going to P&Z and the City Commission?** More than likely will be ready October/November.

Fleet Electrification

Building & Permitting Services Department purchased 5 2020 Nissan Leaf Electric Vehicles for its building inspectors. Vehicles will be arriving end of August, early September. Dual EV Charging Stations are being installed at City Operations, Swoope Water Plant#1 and City Hall. Ordering decals for vehicles that read "Zero Emission Electric Vehicle powered by Electric Utility".

Energy Conservation Program

Energy Audit requests normally processed by Utility Billing experienced major delays due to understaffing due to COVID pandemic. Sustainability Program took over request processing at the end of July, working with Ferran (service provider) to schedule outstanding audit requests. We have received several calls from residents requesting a Heat Pump HVAC replacement rebate (we do not offer this kind of rebate, Duke and OUC offer it). We also have received a couple calls from residents requesting an energy-efficient window rebate (we do not offer this kind of rebate, Duke and OUC offer it).

Education Program for WP Schools

Tinker Programs Sustainability Education Program final report for School Year 2019/2020 should be ready in the next month. COVID pandemic impacted teacher/student/parent engagement. Curriculum has been adapted for distance learning for SY2020/2021, waiting on proposal.

Ready for 100

July 16 Sustainability Program Staff spoke with Commissioner Sullivan and City Manager on City's renewables portfolio; July 22 Commissioner Sullivan presented on Ready for 100 at Commission Meeting. July 24 Sustainability Program Staff discussed Ready for 100/City's renewables portfolio with WP Electric Utility.

Request for Proposal



RFP-7-2020 Cost of Service Study & Rate Design for Electric Utility

Proposals Due: February 26, 2020 @ 2:00 pm

ATTN: Procurement Division

City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789

Sealed proposals must be received and time stamped by the Procurement Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2:00 pm EST on said date will not be accepted under any circumstances. Official time will be measured by the time stamp in the Procurement Office, which shall be scrupulously observed. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed mail.

questions

Procurement Division

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448
procurement@cityofwinterpark.org ■ cityofwinterpark.org/procurement



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SECTION I: Standard Terms & Conditions

1.1 Obtain Documents

Documents are available for download at:

<http://www.cityofwinterpark.org/procurement> - select Active Solicitations.

If you experience any problems downloading the document, call 1-800-510-4452.

1.2 Proposals Due

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 p.m. on February 26, 2020**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

All proposals will be publicly opened and acknowledged in the City Hall Chapman Room immediately following proposal due date and time. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.3 City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

1.4 Preparation of Proposals

Proposals shall be made on unaltered forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – **"ORIGINAL," three (3) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11 inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.



Proposals shall be signed in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

1.5 Proposal Submittal

Proposals shall be submitted directly to the Procurement Office in City Hall, in an opaque, sealed envelope or box. Respondents shall affix the Sealed Proposal Envelope Label located on **page 45** to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure his/her proposal is delivered directly to the Procurement office by the required time and date, and that the proposal is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

1.6 Basis of Response/Proposals

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition.

It shall be the responsibility of the Respondent to advise the Procurement Division of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.



1.7 Submission of Supporting Documents

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent.

1.8 Proposal Prices

The Respondent warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent, and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

1.9 Delivery

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

1.10 Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City. There shall be the option of renewal for a possible second, third, fourth and fifth 12-month period, not to exceed sixty (60) months in total, after written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful Respondent will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the second, third, fourth or fifth term.



1.11 Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

1.12 VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful Respondent may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

1.13 Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

1.14 Mistakes

Respondents are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk.** The City is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

1.15 Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents.



Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

1.16 Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken.

The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.



- g. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- k. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

1.17 Modifications & Withdrawals

Proposals cannot be modified after submitted to the City. Respondents may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

1.18 Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein. See attached Non-Collusion Affidavit.

1.19 Proposal Costs

Costs related to the preparation of a proposal to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.



1.20 Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at <https://cityofwinterpark.org/procurement-policy>. In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.

Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

1.21 Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto.

All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.



1.22 Use of Other Contracts

The City of Winter Park reserves the right to utilize, including but not limited to “piggybacking,” any applicable State of Florida contract, city or county governmental agencies contract, or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

1.23 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

1.24 Certificate of Insurance

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The City of Winter Park has contracted with ‘myCOI’ to track and establish insurance compliance with the contract terms. If awarded a contract the successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Worker’s Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified on the attached **Summation of Insurance Requirements**. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.



The City of Winter Park shall be included as an **ADDITIONAL INSURED** on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

1.25 Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

1.26 Termination for Default

The City's Procurement Manager or other City representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal.

Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.

1.27 Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effective by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.



Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

1.28 Drug-Free Workplace

The Respondent, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. **See attached Drug-Free Workplace Affidavit.**

1.29 Indemnification

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Respondent.



The indemnification obligation under this clause 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 under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

1.30 Accidents & Claims

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. **See also Summation of Insurance Requirements.**

1.31 Laws & Regulations

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.



In the event of any litigation or claim between the Respondent on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

1.32 Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the City's Procurement Division, in writing via email or through VendorLink, and, the person sending the question agrees that the Procurement Division may furnish a copy of the question to all other plan holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

1.33 Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.



1.34 Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's website. All Respondents should check the City's website or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cityofwinterpark.org/procurement> - select "Active Solicitations." It is the sole responsibility of the Respondent to ensure he/she obtains information related to Addenda. All addenda must be acknowledged on the Signature Sheet to be considered.

Unless otherwise specified, all addenda must be acknowledged and signed to be considered responsive. Failure to acknowledge all appropriate addenda may result in the disqualification of the proposal.

1.35 Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee. Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in his or her discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens.

Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive, or in violation of any criminal or civil law or regulation as reasonably determined by the City.

1.36 Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

1.37 Waiver, Alterations, Consent & Modification

No waiver, alterations, consent or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or City Commission.



1.38 Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

1.39 No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

1.40 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the City and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.

1.41 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.

1.42 Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Orange County, Florida.



1.43 Equal Opportunity Employment

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.

1.44 Fair Labor Standards Act

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

1.45 Unauthorized Aliens

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

1.46 False Claims

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.



1.47 Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction.

The Respondent shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this RFP by City.

1.48 Disclaimer of Liability

The City will **not** hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

1.49 Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

1.50 Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all O.S.H.A. and State safety regulations and requirements.

1.51 Severability

If any term, provision or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.



1.52 Public Records

For any resulting agreement relating to this RFP, the successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Respondent's control and possession, including sub-consultants or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Respondent specifically agrees it shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;
- b. 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 chapter 119, Florida Statutes, or otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement 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 City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City.



All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City.

Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Respondent's and its sub-consultants' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.

IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Cindy Bonham, City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; e-mail: cityclerk@cityofwinterpark.org; telephone no.:(407) 599-3277.

Additionally, the Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The Respondent shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance of work or services under any resulting agreement relating to this RFP and the date of final payment for said work or services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate any resulting agreement if the Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Respondent in conjunction, in any way, with any resulting agreement or this RFP.



If Federal, State, County or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Respondent agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

1.53 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

1.54 Lien

No lien or security interest in any City property may be created in relation to this Agreement.

1.55 Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

1.56 Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this RFP. Without limitation it will be a material breach if the successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful Respondent warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful Respondent warrants that the goods and services are in conformance with the representation made during the RFP process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.



Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

1.57 Limitations on Damages

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy.

In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY



THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.

1.58 Ethics

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Respondent hereby certifies that no officer, agent or employee of the City has any material interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement.

Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.

1.59 Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation.



The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

1.60 Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City.

The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.

1.61 Scrutinized Companies

- e. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.



- f. *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- g. *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- h. *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

1.62 Electronic Signatures

In accordance with §§ 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regards to execution of contracts and contract related documents meeting the requirements as stated in the City's Procurement Policy.

1.63 Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.



1.64 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor’s employees, agents, and those performing work and services for the City at the Proposer’s direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

For purposes of this subsection, the term “tobacco” shall include, but not be limited to, the following: 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

1.65 Background Check Verification

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

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SECTION II: Scope of Services

The City of Winter Park is seeking a cost of service consultant to perform a comprehensive study that provides a 5-year horizon of projections and cost of service analysis, including detailed analysis of retail power delivery costs, review of rate structure and rate design, as well as other key goals/targets for cost ratio alignment amongst classes. In order to accomplish these tasks, the City is exploring the option of piggybacking a current contract Florida Municipal Power Agency (FMPA) has with either Leidos Engineering LLC, NewGen Strategies & Solutions, or Public Resources Management Group, Inc.

The City's intention is to solicit written proposals from and interview each of the three firms and select one to piggyback its contract with FMPA. The City and the selected firm may negotiate to procure any of the services at the pricing in the selected firm's contract with FMPA but the scope may not be expanded beyond that of the applicable contract.

The City has a revenue projection model it uses to forecast rate revenues for each fiscal year to ensure overall revenue sufficiency. When the City acquired its electric utility from Progress Energy in June 2005, it adopted the same rates as Progress Energy Florida. Since that time, the City has adopted across the board adjustments to those rates but has not performed a cost of service study.

Background of Winter Park's Electric Utility

Winter Park is a distribution only utility. The System consists of an electric transmission and distribution system providing electricity to 15,000 customers within the approximately nine square mile area of the City. The governance of the System is vested with the City Commission.

To assist the City Commission and City management in matters pertaining to the System, the City has created a utility advisory board (UAB). The UAB consists of nine members who are appointed by the Mayor and confirmed by the City Commission and serve terms of three years. The UAB recommends policies regarding the System and proposes budgets and rates for the System. The City Commission, however, has final approval regarding budgets, rates and debt issuance for the System. Overall responsibility for management of the System and the day-to-day management and operational aspects of the System are the responsibility of the Director of Electric Utilities who reports to the City Manager.

Description of Existing Electric System

The City of Winter Park, incorporated in 1887, is located in Central Florida in North Orange County and is considered part of the Orlando Metropolitan Area. Although the Orlando Metropolitan Area has been one of the top growth areas in the country, Winter Park has seen only modest population growth since 1970. The City currently occupies a land area of approximately nine square miles and serves a population of 30,212.



The City currently enjoys a favorable economic environment due to its close proximity to Orlando. Stability is provided by a local college, a major medical complex, and retail establishments serving this primarily residential community.

Currently, the City has power supply contracts with the Orlando Utilities Commission (OUC), Covanta Energy Marketing, LLC, Florida Power & Light Company (FPL), and the Florida Municipal Power Agency (FMPA). The following table summarizes key information of those contracts:

Contract	Description	Expiration Date
Covanta Energy Corp	10 MW 24 x 7 Block	12/31/2024
OUC	Serves the full requirements of two 12.47 kV Winter Park distribution feeders (~15-20 MW)	12/31/2026
FMPA	10 MW Solar I	Expected to be online in early 2023
FMPA	10 MW Solar II	Expected to be online in early 2023
FMPA	Partial requirements/load following serves balance of Winter Park's Load	12/31/2027

Power delivery is achieved via the City's Canton Avenue and Interlachen substations. Both substations are served by 69 kV transmission lines owned by Duke Energy Florida ("Duke"). The City takes delivery under the Duke Open Access Transmission Tariff for Network Integration Transmission Service.



Cost of Service Study Objectives and Desired Features

The successful consultant will perform various duties through all stages of the cost of service study. At various times throughout the process, the consultant may be asked to make presentations to the UAB or other public meetings to discuss the project and anticipated outcomes (scope assumptions are included below). The following expands on the items intended to provide guidance to respondents that will enable the development of the detailed Scope of Work and associated pricing assumptions required to be submitted in the response.

A. Kickoff Meeting and Data Request

Devise and prepare a data request and detailed kickoff meeting agenda. Work with Winter Park staff and other team members to minimize the burden of the meeting and focus on targeted data needs and data sources, as well as expectations of staff for immediate kickoff activities.

Discuss study objectives with key staff, representatives from the UAB and team members to ensure a common understanding of study outcomes. Expected completion time: 1 week.

B. Data Discovery

Review and assemble the majority of all critical data items needed for the cost of service study. FMPA and City staff, and potentially other consultants retained by the City, will participate as directed by the consultant. The City has conducted preliminary evaluations, which will be shared in spreadsheet format and serve as a springboard for the modeling of the successful consultant. Identify critical gaps and direct team members to devise proxies or perform research. Include other City consultants and stakeholders as deemed needed to ensure a timely process and that data gaps are minimized. Expected completion time: 1-2 weeks.

C. Retail Load Forecast

Leverage existing top-level forecast of system requirements from recent power supply analysis conducted for the City, data available from FMPA, and other data from budgeting as may be available to develop a retail load forecast to drive future revenue requirements and revenue projections for the cost of service model. Expected completion time: 3 weeks.

D. 5 Year Forecast of Wholesale Power Delivery Costs

Based on existing and potential future Winter Park wholesale power delivery resource and load assumptions, develop a five-year base case forecast of wholesale power delivery costs that ties to the Retail Load Forecast. Consultant will be expected to work closely with City staff to ensure uniformity of assumptions and correlation of forecasts. Expected completion time: 5 weeks.



E. 5 Year Forecast of Retail Power Delivery Costs Inclusive of City Objectives and Constraints

Understand and compartmentalize all distribution system power delivery costs and associated assumptions. Critical to this phase of the work is an understanding of the City's undergrounding plan and associated costs and how to potentially fund opt-outs. Additionally, the City would like high level feedback and benchmarking of inventory levels (e.g. spare parts and undergrounding equipment) and other cost categories relative to prevailing industry practices. Combine retail power delivery and wholesale power delivery costs to determine total revenue requirements over the five-year period.

Functionalize costs and consider all anticipated strategic investments/initiatives and City efficiencies, if any. Expected completion time: 5 weeks.

F. Rate Design Inclusive of City's Objectives

Design rates consistent with industry-standard approaches while considering the City's objectives in an easy to interpret comprehensive cost of service model.

It is imperative that City staff understand and feel comfortable interacting with the cost of service model deliverable so as to avoid the "black box" effect. If objectives or other constraints on rates result in shortfalls of revenue, work with City to devise appropriate adjustments/solutions. Critical to the rate design will be the expectation of rate restructuring in a revenue neutral way that does not unduly discriminate against any retail customer group. Expected completion time: 3 - 5 weeks.

G. Weekly Working Group Conference Calls

Schedule and lead weekly working group calls to manage the project's progress and hold team members accountable for data items or review to ensure work is completed on schedule and within budget.

H. Stakeholder Presentations (at Key Project Milestones) and Final Report

Develop concise and well-organized slide decks and a final report to communicate study findings and key implications to stakeholders. Present at Winter Park's UAB at up to 2 meetings in-person, with 2 supplemental web exchange presentations during key milestones at the discretion of the consultant. Final report should be concise and shall include a 5-year schedule of proposed rates for each retail class.

I. Support of Rate Filing with Florida Public Service Commission

Provide support to the City relative to filing the revised rates resulting from the study with the Public Service Commission as it relates to potential rate structure review by the Public Service Commission. Obtain or demonstrate familiarity with the boundaries of the Public Service



Commission’s rate structure review process, including the Ocala rule and criteria that must be met relative to rate structure. Ensure rate design aligns with such requirements.

The successful consultant will execute the cost of service study and related ongoing services in a cost-effective manner that helps achieve the objectives shown in the table below (note: the consultant is anticipated to surface other objectives or issues not contemplated herein in partnership with the City over time):

Study Objective	Key Outcome(s)
Equitable Fixed Cost Recovery	Work closely with Winter Park staff and the UAB to effectuate an approach that is reasonable and not unduly discriminatory.
Cost and Rate Alignment	Align rate levels with reality as it relates to wholesale and retail power delivery costs.
Undergrounding Impacts	Work with City staff to gain an understanding of the full plan for undergrounding and incorporate the plan into the study, as appropriate. An important consideration herein is to determine a basis for potential funding for customers who opt out of undergrounding costs.
Proactive Staff Extension	Monitoring and/or leveraging broad-base of knowledge in utility business model trends that may necessitate strategic changes in rate structure or direction.
Data Warehousing	Detailed data discovery and sourcing up front working with Winter Park staff to devise models that can be utilized long term, and which can support future sensitivity analysis by Winter Park staff.



Review and Support for Future Initiatives	Examples include solar subscription products which may be derived from the City’s participation in the FMPA Phase I or Phase II solar projects, ad hoc financial evaluations, or extensions of any portion of the comprehensive study as directed by the City. NOTE: no cost estimate is required for such services as part of this specification.
Deep Bench	Avoiding “single point of failure” with sufficient depth of consulting staff to ensure continuity and familiarity with the system is not lost due to scheduling conflicts, turnover, or other compound factors that can be mitigated with a working group/team approach.

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SECTION III: Proposal Format

Respondents must respond in the format delineated below.

Submit one (1) original, (3) three copies, and (1) one electronic copy on a USB Flash Drive for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11 inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled "REDACTED." Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your proposal package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your proposal and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your proposal with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet. Responses shall not exceed 30 pages.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Respondent in preparing, submitting or presenting its proposal to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and proposals by the tab and page number. Outline in sequential order the major areas of the proposals, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a cover letter indicating your company's understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company's familiarity and interest in performing a cost of service study and rate design for the Electric Utility of Winter Park. A person who is authorized to commit the Respondent's organization to provide the good/services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.



Tab 2. Scope of Work and Approach

Provide specific tasks and deliverables that the consultant will produce (or deliverables that reflect meetings or presentations, as appropriate) based on the consultant's understanding of the scope guidance provided in this specification. Include how you would benchmark Winter Park's Electric Utility against other Utilities. Describe the robustness of your cost of service and ratemaking models, its data base and analytic capabilities. Please provide examples or models completed for other utilities. Identify how possible changes with the external environment in power sources, technologies, regulations and consumer expectations may affect the City's operations and ratemaking over the next 10 years.

Include specific bulleted deliverables by task, the assumed number of hours associated with each task in terms of expected support, and the assumptions made with respect to data provision and effort on the part of the City. Ensure that the assumptions embedded in the Scope of Work are consistent with the proposed pricing structure (options are described further below in this section).

Tab 3. Client Management & Project Plan

Provide a concise description of how key team members/staff proposed for this engagement, including a Client Manager, Project Manager, and other Key Team Members will execute the work and take ownership of maintaining proactive and strategic communication with the working group and City staff, as appropriate. Summarize the ability of the firm to provide local expertise and Client Management and how distance barriers in terms of team members that are not local to Florida will be overcome to ensure responsiveness.

Tab 4. Proposed Pricing

Proposed pricing shall be based in accordance with the negotiated rates with FMPA, and structured as follows for the initial comprehensive study based on the preferences of the consultant and their experience with similar support services:

- a. Proposed "not to exceed" price associated with a specific number of support hours (and the completion of specific deliverables) across the range of services described herein. Include a standard firm rate schedule and map each team member to a rate class.
- b. Time and materials "good faith estimate" associated with a specific number of support hours across the range of services described herein. Include a standard firm rate schedule and map each team member to a rate class. If this option is selected, include a protocol for budget/spend management and coordination with the City on budget amendments.



- c. Milestone Payments of fixed amounts tied to the successful completion of project tasks.

Critical to all approaches to pricing is a discussion of assumptions in terms of the level of effort anticipated or assumed from the City and FMPA/other parties, with specific detail on hours of commitment as possible. Any ongoing or additional services thereafter would be priced separately based on the specific need(s) of the City and estimates of such items are not required for this initial proposal.

Tab 5. Project Process and Schedule

Provide a proposed process, schedule, and reporting process for the duration of services to be provided for the comprehensive study, including a detailed list of key interim milestones, itemized estimates of key meeting dates with the City, requirements of City staff, and other scheduling details deemed appropriate. The schedule should be designed to minimize the burden on limited City staff while completing the study.

Tab 6. Required Forms

Include fully executed Signature Sheet, Drug Free Workplace Form, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit & Copy of Business Certificate in this section.

Tab X. Miscellaneous

Additional information, which the Respondent feels will assist in the evaluation, should be included.

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SECTION IV: Evaluation Procedure

Evaluation

It is the intent of the City that all firms responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service, the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Rankings of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a summary. The Total Score recorded on the summary sheet will determine the ranking.

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Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Understanding Scope of Work & Approach	7	1 2 3 4 5	35
Client Management & Project Plan	5	1 2 3 4 5	25
Price Proposal	3	1 2 3 4 5	15
Project Process & Schedule	5	1 2 3 4 5	25

Total Possible Points To Be Earned=100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

Scoring Definitions

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essential aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City’s need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on:



- (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- (ii) a Respondent's skill and business judgment;
- (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- (iv) Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- (v) the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- (vi) Respondent's pecuniary ability and financial stability;
- (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations;
- (viii) Respondent's maintenance of a permanent place of business;
- (ix) Respondent's appropriate successful contractual and technical experience in similar work;
- (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- (xi) the qualifications of subcontractors whom each Respondent proposes to use;
- (xii) the proximity of Respondent's labor force, equipment and business operation in relation to the City, (xiii) Respondent's ability to meet and/or maintain scheduling requirements;
- (xiii) Respondent's quoted prices for services, and;
- (xiv) Respondent's responsiveness to this Request for Proposals.

The above factors may be determined by Respondent's past performance of services for supplied references and other parties Respondent has performed services, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.



PROSPECTIVE RESPONDENTS ARE PROHIBITED FROM CONTACTING ANY MEMBER OF THE SELECTION COMMITTEE, EMPLOYEE OR PUBLIC OFFICIAL (EXCEPT THE FACILITATOR) AT ANY TIME DURING THE FORMAL SOLICITATION PROCESS, UP TO THE TIME OF CONTRACT AWARD. ANY ATTEMPTED CONTACT MAY BE GROUNDS FOR DISQUALIFICATION.

Tentative Calendar of Events

1	Question Deadline	February 21, 2020
2	Proposals Due to Procurement	February 26, 2020
3	Interviews/Presentations and Final Ranking	February 28, 2020
4	Completion of Comprehensive Study	TBD

All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.



Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.
3. After oral presentations/interviews are conducted from the firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.
4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission or City Manager (whichever applicable).
5. The City Commission or City Manager of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

Formal Oral Presentations/Interviews

The City shall conduct formal interviews with, or receive oral presentations from each firm. Oral presentations/interviews will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Procurement Division will establish the schedule and Respondents will be notified in advance of the date, time and place of the presentations/interviews. The specific format, and evaluation criteria of each presentation/interview (if applicable) will be provided to Respondents with the notifications.

The City will allot equal time for each Respondent and may be divided into two sequential parts: formal presentations, and questions and answers. Each Respondent interviewed may be asked differing questions.



Oral presentations will provide an opportunity for the Respondents to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Post Award Termination

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this RFP is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent (if applicable), contract with the next lowest responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next lowest responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting Respondent or the Respondent's whose contract award was rescinded.

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SECTION V: Required Forms

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

- Attachment A: Signature Sheet
- Attachment B: Drug-Free Workplace Affidavit
- Attachment C: E-Verify Affidavit
- Attachment D: Non-Collusion Affidavit of Prime Respondent
- Attachment E: Public Entity Crimes Affidavit
- Attachment F: Public Records Act Affidavit
- Attachment G: Background Check Verification

Sealed Proposal Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Procurement Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

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SEALED PROPOSAL ENCLOSED

Company Name:

Company Address:

Company Telephone Number:

City of Winter Park
Attn: Procurement Division
401 South Park Avenue
Winter Park, FL 32789

Solicitation No: RFP-7-2020

Solicitation Title: Cost of Service Study & Rate Design for Electric Utility

Solicitation Due Date & Time (EST): February 26, 2020 by 2:00 pm
