

# City of Oviedo, Florida

**RFP # 16-15**



## Website Design Services

**July 10, 2016**

Mayor: Dominic Persampiere

Deputy Mayor: Stephen Schenck

Council Members

Keith Britton

Cindy Drago

Steve Henken

City Manager:

Bryan Cobb

## RFP 16-15: Website Design Services

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**Items in bold are required to be returned with proposal submittal**

## RFP 16-15: Website Design Services

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**LEGAL AD**  
**CITY OF OVIEDO, FLORIDA**  
**RFP #16-15: Website Design Services**

The City of Oviedo is seeking proposals from experienced website design firms or individuals, located in the United States, to re-design, develop and implement a new platform for the City's website per the City's specifications listed in the bid document.

The complete RFP guideline package will be available through DemandStar.com at [www.demandstar.com](http://www.demandstar.com), or 1-800-711-1712, Document number 16-15. Proposals are due on or before 2:00 p.m., August 12, 2016 to:

Purchasing Office  
320 Alexandria Boulevard, First Floor  
Oviedo, Florida 32765

End of Advertisement

Advertise one time: July 10, 2016

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### GENERAL CONDITIONS

**PROPOSAL:** To ensure acceptance of the proposal, follow these instructions.

**SEALED PROPOSALS:** All firms submitting a proposal will need to submit one (1) marked original, five (5) copies, and one (1) CD of their documents in a sealed package. The face of the package must contain the date and time of the proposal opening and the proposal number. Proposals not submitted on the City's forms may be rejected. All proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes. Any changes to the proposal document must be in ink and must be initialed.

**PROPOSAL OPENING:** Shall be on the date and at the time specified in the proposal documents. It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered shall be returned to the proposer unopened. Offers by telephone or facsimile cannot be accepted.

**CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposing Teams must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposing Teams must disclose the name of any officer or employee of City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

**AWARDS:** As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers and to reject any proposals or waive any informality or technicality in proposals received. Vendors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" a City of Oviedo Bid or Request for Proposal.

**DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City of Oviedo City Manager shall be final and binding on both parties.

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

**LIABILITY:** The vendor shall hold and save the City of Oviedo, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Orders, which may result from this proposal.

**CANCELLATION:** This agreement may be terminated in whole or in part in writing by either party with thirty (30) days' notice in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

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**FORMAL PROTEST PROCEDURES:** Any actual or prospective bidder, proposer, or vendor who is aggrieved in connection with a solicitation or award of bid or contract may protest to the Purchasing Agent within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. Said protest shall be in writing and shall state with specificity the grounds therefore and also the action requested of the Purchasing Agent.

- A. The Purchasing Agent shall attempt to settle or resolve the protest. The Purchasing Agent shall render a decision, in writing, within ten (10) calendar days following receipt of the protest. No bid award will be made during this time.
- B. Any person aggrieved by the decision of the Purchasing Agent may appeal to the Finance Director within ten (10) calendar days from the date of the Purchasing Agent's written decision. Any such appeal shall be accompanied by a certified check or cash protest bond equal to five percent (5%) of the aggrieved vendor's bid made payable to the City, and shall state with specificity the grounds therefore and also the action requested of the Finance Director. The Finance Director shall attempt to settle or resolve the matter. The Finance Director shall render a decision, in writing, within ten (10) calendar days following receipt of the appeal. No bid award will be made during this time. If protest is rescinded, the protest bond is returned.
- C. Decisions of the Finance Director may be appealed to the City Manager by submission to the City Clerk of a written request of appeal within ten (10) calendar days from the date of the Finance Director's written decision. The written request shall state with specificity the grounds for the appeal and also the action requested of the City Manager. No bid award will be made during this time.
- D. The City Manager shall render a decision, in writing, within ten (10) days following receipt of the appeal. The decision of the City Manager shall be final and shall represent the position of the City.
- E. Timely filing of the protest and/or appeals is jurisdictional. If the appeal is taken to court and the City's decision is reversed, the protest bond will be returned. If the appeal is taken to court and the City's decision is upheld, the protest bond is forfeited to the City as a cost reimbursement to the City with the recognition of the bidder that the calculations of damages to the City would be speculative with regard to the waging of the appeal and that the forfeiture of the bond is a reasonable manner in which to assess those costs.
- F. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award of the bid/contract unless the Purchasing Agent, after consultation with the head of the using Department and the City Attorney, forwards to the City Manager a written request to award the contract without delay in order to protect the public health, welfare or safety.

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## GENERAL SPECIFICATIONS

### 1. INTRODUCTION/BACKGROUND:

The City of Oviedo is a municipal corporation organized under a City Manager/Council form of government. The City's boundaries encompass sixteen (16) square miles with a current population of 36,819. Additional demographic information is available on the City's website at [www.cityofoviedo.net](http://www.cityofoviedo.net). Operating hours for the City are Monday through Friday, 8:00 a.m. to 5:00 p.m. except for holidays.

The City of Oviedo is seeking proposals from experienced website design firms or individuals, located in the United States, to re-design, develop and implement a new platform for the City's website per the City's specifications listed in the bid document.

It is anticipated that the City of Oviedo will contract with one firm to provide the necessary professional services relating to the City's Website. During this period, the City of Oviedo shall reserve the right to seek qualifications and/or proposals from other individuals or firms for specialized projects or services, as deemed to be in the best interest of the City of Oviedo.

The City of Oviedo reserves the right to accept or reject any and all submittals, to waive irregularities, and to re-advertise as may be determined to be in the best interest of the City of Oviedo. The City accepts no responsibility for any submittal not reaching the prescribed point within the time period stipulated.

The City of Oviedo has an existing website at [www.cityofoviedo.net](http://www.cityofoviedo.net), which was last updated in 2006. This website serves as a main hub for the City of Oviedo and the Community it serves.

### 2. ANTICIPATED RFP TIMETABLE:

Advertisement of Request For Proposal	July 10, 2016
Deadline for Written Questions	July 25, 2016
Proposal Due Date	August 12, 2016
Evaluation of Proposals and Short Listings Completed	August 30, 2016
Oral Presentations, Date TBA (If required)	September 1, 2016
Oral Presentations, Date TBA (Second day, if required)	September 2, 2016
Recommendation and Anticipated Award by City Council	September 19, 2016

All dates are tentative. The City reserves the right to change scheduled dates.

### 3. EFFECTIVENESS AND DURATION

The agreement(s) resulting from this solicitation is for the items and work described in this proposal document. It is the intent to award a contract with one firm for an initial one (1) year period to complete the project and additional six (6) month period for ongoing training and support. The decision to renew the contract will be at the sole discretion of the City.

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### 4. **PROPOSAL**

Proposal must compliment scope of services listed on page eight (8) of this bid document. All individuals or firms shall submit the proposal documents in a sealed envelope or package. Submittals shall be limited to 300 pages total with written content, appendices and graphics, which are structured in accordance with the requirements on Page 11 of this RFP. The front of the envelope or package shall read:

Request for Proposals for:  
Website Design Services RFP # 16-15  
Due Date: August 12, 2016  
Company Name:

All firms submitting a proposal will need to submit one (1) marked original, five (5) copies, and one (1) CD of their documents in a sealed package. The left front of the package shall read:

Janet Vivian  
Purchasing Agent  
City of Oviedo`  
320 Alexandria Boulevard, First Floor  
Oviedo, FL 32765

Documents must be mailed or hand delivered. All documents must be delivered to or received in the mail by the due date and time. Any documents submitted after this date and time will not be considered and will be returned to sender unopened. The City takes no responsibility for late mail or late delivery services.

### 5. **REQUIRED DOCUMENTS**

The following documents included in this Request for Proposal package are required to be submitted along with the Information Requested for this proposal:

- a. Statement of Insurance Compliance Form
- b. Non-Collusion Affidavit of Proposer
- c. Conflict of Interest Statement
- d. Disputes Disclosure Form
- e. Drug Free Workplace Certification Form
- f. Sample Agreement
- g. Proposal Form
- h. Public Entity Crime Information Statement
- i. Acknowledgment of Addenda
- j. Acknowledgment of Smoke Free Workplace

### 6. **EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

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### **7. RIGHT OF REJECTION BY THE CITY**

Notwithstanding other provisions of this RFP, the City reserves the right to award this contract to the firm that best meets the requirements of the RFP, and not necessarily, to the lowest bidder. Further, the City reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the City.

### **8. CONTRACT NEGOTIATIONS**

After review of the proposals, the City intends to enter into contract negotiations with the selected firm. These negotiations could include all aspects of service and fees. If a contract is not finalized in a reasonable period of time, the City reserves the right to stop negotiations with that firm. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposers and whose Proposals are most advantageous to the City, which may include obtaining a best and final offer from that Proposer.

### **9. AWARD OF CONTRACT**

The proposer to whom a contract is awarded shall be required to enter into a written contract with the City in a form approved by legal counsel for the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the selected proposer. A draft copy of the City of Oviedo's standard contract document is attached as Exhibit A for your information.

### **10. CONTRACT TERM**

It is the intent to award a contract with one firm for an initial one (1) year period to complete the project and additional six (6) month period for ongoing training and support. The decision to renew the contract will be at the sole discretion of the City.

### **11. QUESTIONS**

All questions shall be submitted in writing only before 5:00 p.m. July 25, 2106 to: [Purchasing@cityofoviedo.net](mailto:Purchasing@cityofoviedo.net)

Responses to questions will be in the form of a written addendum issued after the question deadline.

Any contact made with any other employee or official of the City of Oviedo regarding this RFP may be grounds for the disqualification of your submittal.

**End of Section**



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### SCOPE OF SERVICES

The City of Oviedo has an existing website at [www.cityofoviedo.net](http://www.cityofoviedo.net) which was last updated in 2006. This website is a main hub for the City of Oviedo and the Community it serves. We have approximately 100 plus internal users with a population of approximately 36,819. Our audience base includes individuals with different comfort levels of technology.

The City of Oviedo is seeking proposals from experienced website design firms or individuals, located in the United States, to re-design, develop and implement a new platform for the City's website per the City's specifications listed in the bid document.

The City is interested in an innovative design that aids website visitors who generally know what information they need or services they want to secure. The site shall also equally facilitate usage by visitors who may not understand how to find that information or services within governmental organizations.

The City's primary objective is to replace the current website with a new and improved website, is committed to being available to provide information and support to respondents. The City will be actively involved in providing information and support throughout the redesign process. The successful firm must have substantial experience in website design, development, and implementation.

Our goal is to provide simple electronic access to public services, serve as a public communications tool, and to streamline business operations. The current site structure and design was developed several years ago and requires significant redesign to take advantage of new design elements and the growing demand for electronic services.

The information on the City website should be directed towards the City's citizens, businesses, visitors, prospective businesses, prospective residents, other government agencies, civic groups, associations, youth and senior citizen groups, developers, and any person or agency seeking to conduct business with, or obtain information about the City of Oviedo, Florida.

The City's website should provide easy access to City services, be adaptable to current and changing technology, provide content management capability for City Staff and be used as a public communications tool. Functionality and programming requirements should include, but not be limited to:

- Ability for limited staff to add and manage content
- Ability to embed iframes and videos
- Ability to post images and slideshows
- Be easily upgradeable/portable
- Common Theme/Consistent Design. Each section of the site should have a common look/theme. The City logo/seal should be on every page as well as a common header. All font types and basic layout should be consistent throughout the site.
- Direct City hosted resources - links
- Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommended software and licenses that the City would need to purchase for the continued maintenance of the website.

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- Easy links to most visited areas
- Enhance delivery and awareness of public services and facilitate a clearly accessible process for public inquiry
- Identify and formalize use of web social networking tools, website content and link to outside resources
- Identify and provide web information management tools to comply with the State of Florida Public Records retention guidelines
- Integration with Social Media
- Interactive site for community to purchase event tickets
- Link with several State/offsite webpages
- Meet ADA Priority 1 requirements
- Mobile Apps and adaptability
- Provide a 24-hour City Hall with the ability to conduct secure financial transactions online
- Provide easy electronic access to public information for use by the target audience
- Provide pages for all City programs, services, and functions
- Provide the public with an alternative means of communicating with City Officials and staff
- Site should “feel” inviting and have an attractive mix of text, photos, and graphics
- User Friendly and simple to update specific pages
- Web host environment

Please note, the above list serves a guideline and is not inclusive. Collaboration with the awarded website team will be crucial in delivering a solid design.

**End of Section**

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### INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to facilitate the proposal review process, and maintain a structural similarity with the evaluation criteria, it is required that proposals be organized in the manner specified below providing separate sections as delineated. At a minimum, include all information requested herein in your proposal.

1. Title Page: Include RFP Number, subject, name(s) of the proposer, address, telephone number, FEI/EIN number, e-mail address, and the date.
2. Letter of Interest: Please limit to two pages and include names of the person(s) who will be authorized to make representations for the proposer, their titles, addresses, telephone numbers, e-mail address, and location of office(s) that will be providing the service.
3. Table of Contents: Include a clear identification of the proposal content by section and by page number.
4. Required City of Oviedo forms including:
  - a. Statement of Insurance Compliance Form
  - b. Non-Collusion Affidavit of Proposer
  - c. Conflict of Interest Statement
  - d. Disputes Disclosure Form
  - e. Drug Free Workplace Certification Form
  - f. Sample Agreement
  - g. Proposal Form
  - h. Public Entity Crime Information Statement
  - i. Acknowledgment of Addenda
  - j. Acknowledgment of Smoke Free Workplace
5. Firm Qualifications: This section will be evaluated in accordance with the evaluation criteria should include the following, at a minimum:
  - a. Qualifications and experience of your firm, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would contract for services to the City.
  - b. List at least three current contracts for the services described in this RFP, indicating the type of entity, the name and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. Substantial experience (installations with 300 or more pages, 25-50 websites).
  - c. Provide links to website projects that your firm has completed that are similar in scope to the City's project.
  - d. List and elaborate on any contracts that have been terminated for any reason.

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- e. Key Person Designation – Identify the individual who will have primary responsibility for the contract.
  - f. Any other information that the proposer believes would be helpful to the City in evaluating the proposer's ability to provide the services described in this questionnaire. Please provide performance results, if available, from current clients.
  - g. Highlight your firm's understanding of designated task or services
6. Scheduling and Support: This section will be evaluated in accordance with the evaluation criteria should include the following, at a minimum:
- a. Describe your firm's ability to provide website design maintenance, implementation and training in a timely manner.
  - b. Provide a timeline of project from start to completion.
  - c. Describe the level of assistance available to staff through all aspects of the implementation process of this project.
7. Technical Approach to the Project/Scope of Work: This section will be evaluated in accordance with the evaluation criteria should include the following, at a minimum:
- a. Describe your firm's understanding of the City's needs
  - b. Describe your firm's capacity to fulfill the City's needs
  - c. Describe your firm's proposed approach to fulfill the City's needs
  - d. Describe your firm's ability to meet the City's operational requirements
  - e. Provide the name of the software that will be used to design the site
8. Cost and Timeframe: This section will be evaluated in accordance with the evaluation criteria should include the following, at a minimum::
- a. Provide a detailed cost proposal to provide the services as outlined within the scope of services. Each task should be broken down to include cost and estimated time.
  - b. Fee Schedule – provide hourly rates for all personnel that will be involved in the project by position title.
  - c. Provide a project timeline including crucial meetings and project completion date

**End of Section**

## RFP 16-15: Website Design Services

### EVALUATION CRITERIA:

The Evaluation Committee members will evaluate and rank each submittal based on required information as outlined herein. The Selection Committee will present its recommendation to the City Council, which has the authority to make the final determination and award contracts.

A selected group of proposers may be required to make an oral presentation to the Selection Committee. Such presentation will provide an opportunity for the proposers to clarify the information provided in their RFP. Oral presentations, if any, will be considered in conjunction with submitted data by the Selection Committee. Additional details of the oral presentation process will be provided to the most qualified proposing Teams at such time the Evaluation Team decides they are required. The Evaluation Committee will present its recommendation to the City Council, which has the authority to make the final determination and award contracts.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Proposals. The City will be seeking to identify the submittal(s) that will best meet the needs of the City of Oviedo, as determined from the responses to this RFP.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s). The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Evaluation Criteria	Maximum Points
<b>Firm Qualifications</b> <ul style="list-style-type: none"><li>• Showcase qualifications and experience of your firm, including type of business entity, organizational size, structure, and history of the organization.</li><li>• Highlight experience in the provision of services and location of the office that would contract for services to the City</li><li>• List at least three current contracts for services listed in the RFP</li><li>• Provide links to website projects that your firm has completed that are similar in scope to the City's project</li><li>• List the key person designation for this proposal</li><li>• List any other information your firm believes would be helpful to the City in evaluating your firm's ability to provide the services outlined in the proposal</li><li>• Highlight your firm's understanding of designated task or services</li><li>• List and elaborate on any contracts that have been terminated for any reason</li></ul>	30
<b>Scheduling and Support</b> <ul style="list-style-type: none"><li>• Describe your firm's ability to provide website design maintenance, implementation and training in a timely manner</li><li>• Provide a timeline of project from start to completion</li><li>• Describe the level of assistance available to staff through all aspects of the implementation process of this project</li></ul>	20
<b>Technical Approach to the project/Scope of Work</b> <ul style="list-style-type: none"><li>• Describe your firm's understanding of the City's needs</li><li>• Describe your firm's capacity to fulfill the City's needs</li><li>• Describe your firm's proposed approach to fulfill the City's needs</li><li>• Describe your firm's ability to meet the City's operational requirements</li><li>• Provide the name of the software that will be used to design the site</li></ul>	25

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<b>Fee Schedule and timeframe</b> <ul style="list-style-type: none"><li>• Provide a cost proposal to provide the services as outlined within the Scope of Services. Break out each task.</li><li>• Fee Schedule – provide hourly rates for all personnel that will be involved in the project by position title.</li><li>• Provide a project timeline including crucial meetings and project completion date</li></ul>	25
<b>Total Points</b>	<b>100</b>

**End of Section**

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### **CITY OF OVIEDO STANDARD INSURANCE REQUIREMENTS**

The selected Firm or Individual for all Bids, Requests for Qualifications (RFQ), and Requests for Proposals (RFP) will be required to name the City as an additional named insured with the following minimum coverages.

**A. Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this Bid, RFQ or RFP in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

\$500,000 Each Accident  
\$500,000 Each Employee  
\$500,000 Policy Limit for Disease

**B. Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage-each occurrence  
\$1,000,000 Personal & Advertising Injury-each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$ 5,000 Medical Payments  
\$ 100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

**C. Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

**D. Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

**E. Other Required Insurance Coverage** where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

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### STATEMENT OF INSURANCE COMPLIANCE FORM

The undersigned firm agrees to obtain prior to award, if selected, Professional Liability Insurance, Workers' Compensation and General Liability in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Workers' Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

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**COMPANY NAME**

---

**AUTHORIZED OFFICER SIGNATURE**

---

**OFFICER NAME**

---

**OFFICER TITLE**

---

**DATE**

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



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### NON-COLLUSION AFFIDAVIT OF BIDDER

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

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the bidder  
Title Company Name  
that has submitted the attached bid or Request for Proposals;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

### CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA

CITY OF \_\_\_\_\_

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

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

City & State

City and State

2. The above named entity is submitting an RFP for the City of Oviedo RFP # 16-15 described as: **Website Design**

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above bid is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Oviedo.

9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Oviedo.

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

**Dated** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Personally Known \_\_\_\_\_ or produced identification \_\_\_\_\_. Identification Type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public

My commission expires: \_\_\_\_\_

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### DISPUTES DISCLOSURE FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this Request for Proposals, #16-156, **Website Design**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Printed or Typed Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

\_\_\_\_\_  
Authorized Signature and Title

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

\_\_\_\_\_  
Print Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

**“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”**

All vendors who submit a Bid or Request for Proposal to the City of Oviedo, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

\_\_\_\_\_  
Authorized Signature and Title

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

\_\_\_\_\_  
Print Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### ACKNOWLEDGEMENT OF ADDENDA

#### RFP 16-15: Website Design Services

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of this Request for Proposals. Failure to acknowledge an addendum that has a material impact on the RFP may negatively impact the responsiveness of your proposal.

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorized Signature and Title

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

\_\_\_\_\_  
Print Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

#### RFP 16-15: Website Design Services

**The City strives to improve working conditions and protect the health of employees and the general public. Effective 1, 2013, in accordance with the “Florida Clean indoor Air Act” (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including right-of-ways), and in all City vehicles.**

- Smoking is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.
- Smoking is prohibited on City grounds in designated areas. Employees who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City’s Non-Tobacco use policy.

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

\_\_\_\_\_  
Authorized Signature and Title

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

\_\_\_\_\_  
Print Name and Title

**\*\*THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## RFP 16-15: Website Design Services

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### **EXHIBIT A CITY OF OVIEDO AGREEMENT FOR GOODS AND SERVICES**

**THIS AGREEMENT** made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and \_\_\_\_\_, whose principal and local address is \_\_\_\_\_, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

#### **WITNESSETH:**

**WHEREAS**, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) \_\_\_\_\_ (**OR RFP, ETC.**) ; and

**WHEREAS**, the CITY desires to retain the CONTRACTOR to provide \_\_\_\_\_, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

**WHEREAS**, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

**WHEREAS**, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY; and

**WHEREAS**, all CITY promulgated bid documents pertaining to \_\_\_\_\_ and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

**WHEREAS**, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

**WHEREAS**, this Agreement is not (**OR "is"**) subject to the provisions of the *Consultants Competitive Negotiations Act*; and

**WHEREAS**, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and



## RFP 16-15: Website Design Services

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**WHEREAS**, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

### **SECTION 1: GENERAL PROVISIONS.**

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or services provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for \_\_\_\_\_, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

## RFP 16-15: Website Design Services

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(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to

pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

### **SECTION 2: SCOPE OF SERVICES.**

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth, described in Exhibit "A" to this Agreement, and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

## RFP 16-15: Website Design Services

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### **SECTION 3: PURCHASE/WORK ORDERS.**

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no

event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes, which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

## RFP 16-15: Website Design Services

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(h) For Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the

approved amount on Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

### **SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.**

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

### **SECTION 5: CHANGE ORDERS.**

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

## RFP 16-15: Website Design Services

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### **SECTION 6: CONTRACTOR RESPONSIBILITIES.**

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

### **SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.**

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

## RFP 16-15: Website Design Services

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(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's

negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.



## RFP 16-15: Website Design Services

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### **SECTION 8: COMPENSATION.**

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit “B” attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

### **SECTION 9: INVOICE PROCESS.**

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR’s invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department  
City Of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765**

### **SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.**

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

## RFP 16-15: Website Design Services

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(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

### **SECTION 11: TERM/LENGTH OF AGREEMENT.**

(a) The initial term of this Agreement shall be for a period of one (1) year(s) with additional six (6) month period for ongoing training and support. The decision to renew the contract will be at the sole discretion of the City

### **SECTION 12: DESIGNATED REPRESENTATIVES.**

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**Bryan Cobb**



## RFP 16-15: Website Design Services

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**City Of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765**

- (d) The CONTRACTOR's designated representative is:

### **SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.**

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

### **SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.**

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

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(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

### **SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.**

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

### **SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

### **SECTION 17: ACTION FOLLOWING TERMINATION.**

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Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

### **SECTION 18: SUSPENSION.**

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

### **SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION**

The CONTRACTOR 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, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

### **SECTION 20: INDEMNITY AND INSURANCE.**

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants,

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officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided,

however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

(f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

(g) In the event that the CONTRACTOR is providing services as a “design professional”, the indemnification by the CONTRACTOR running in favor of the CITY shall be to the maximum extent permissible under the provisions of Section 725.08, *Florida Statutes*.

### **SECTION 21: INSURANCE.**

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker’s Compensation for all employees. The limits will be statutory limits for Worker’s Compensation insurance and \$5,000,000 for Employer’s Liability.

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. The limits will not be less than \$2,000,000 Combined Single Limit (CDL) or its equivalent.

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(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the

insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with

insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the City's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

(g) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(h) The CONTRACTOR is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

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### SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The

CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR 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 CONTRACTOR in conjunction, in any way, with this Agreement.



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(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or

the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) The CONTRACTOR shall acknowledge and comply with the City's Non-Tabacco use policy

### **SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.**

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

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(b) The CONTRACTOR 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 goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the

CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR 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.

### **SECTION 24: CODES AND DESIGN STANDARDS.**

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(c) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

### **SECTION 25: ASSIGNABILITY.**



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(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract “piggybacking” programs pertinent to local governments.

### **SECTION 26: SUBCONTRACTORS.**

(a) Any CONTRACTOR’s proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any CITY approved subcontractors, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.

(c) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR’s duties commensurately with the CONTRACTOR’s duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its

duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(d) The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

### **SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.**

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

### **SECTION 28: *FORCE MAJEURE*.**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of

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the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

### **SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.**

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

### **SECTION 30: NOTICES.**

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

#### **For the CITY:**

City Manager  
City of Oviedo  
400 Alexandria Boulevard  
Oviedo, Florida 32765

#### **For the CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the

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express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

### **SECTION 31: WAIVER.**

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

### **SECTION 32: NO GENERAL CITY OBLIGATION.**

(a) In no event shall any obligation of the CITY under this 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.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

### **SECTION 33: EXHIBITS.**

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

### **SECTION 34: CAPTIONS.**

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

### **SECTION 35: SEVERABILITY/CONSTRUCTION.**

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

### **SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

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(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

### **SECTION 37: 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.

***IN WITNESS WHEREOF***, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

\_\_\_\_\_

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

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

ATTEST:

**CITY OF OVIEDO**

\_\_\_\_\_  
Barbara J. Barbour, City Clerk

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

Dominic Persampiere, Mayor

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

For the use and reliance of the City of  
Oviedo only. Approved as to form  
and legal sufficiency.

\_\_\_\_\_  
Lonnie Groot, City Attorney