



**City of High Springs
Community Redevelopment Agency
23718 W US HWY 27
High Springs, Florida 32643
(386) 454-1416**

**REQUEST FOR PROPOSAL
CRA LIGHTING PROJECT**

CITY OF HIGH SPRINGS RFP FOR CRA LIGHTING PROJECT

The City of High Springs Community Redevelopment Agency (CRA) hereby invites qualified firms or individuals (Proposers) to submit written proposals to enter into a professional services contract to purchase, design and install lighting and associated technology in specific areas along the downtown Main Street Corridor and James Paul Park in the CRA District.

Proposals must be received by 5:00 pm, Thursday, July 15, 2021. Any proposals received after the deadline, whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the City Clerk's Office. Respondents are required to submit an original and four (4) copies in a sealed envelope, **marked in the lower left-hand corner with "SEALED PROPOSAL FOR RFP 2021-01, CRA LIGHTING PROJECT"**. **Proposals will be publicly opened on Monday, July 19, 2021 at 10:00 am at the City of High Springs, City Hall.**

Interested parties may obtain a copy of this Request for Proposals by contacting the City Clerk's Office at dswick@highsprings.us, (386) 454-1416 extension 6 or online at www.hightsprings.us

All proposals must be delivered or mailed to the following address:

Attention: Jenny Parham, City Clerk
Re: CRA Lighting Project
City of High Springs, City Hall
23718 W US HWY 27
High Springs, Florida 32643

ENVELOPE MUST BE IDENTIFIED AS "SEALED PROPOSAL FOR RFP 2021-01, CRA LIGHTING PROJECT".

BY: _____

Date: _____

Time: _____

CITY OF HIGH SPRINGS RFP FOR CRA LIGHTING PROJECT

I. INTRODUCTION

The City of High Springs, Community Redevelopment Agency, "CRA", is announcing the release of a Request for Proposals (RFP) for the purchase and installation of lighting and associated technology in specific areas along the downtown Main Street Corridor and James Paul Park. Proposals will be considered that promote a vibrant and lively atmosphere in the CRA district.

The company(s) bidding on these services may be one, or multiple, based upon their experience in their respective fields. The CRA intends to negotiate a contract for these services upon selection of the company(s) that best satisfy the evaluation criteria. This contract will commence immediately upon execution of an agreement signed by both parties and shall be effective for one year. The interface with the CRA will be with David Sutton, CRA Coordinator, and he may be reached at dsutton@highsprings.us or 386-454-1416, option 9.

II. SUBMITTAL OF PROPOSALS

RESPONSE FORMAT

Four (4) copies of all proposals should be submitted in a sealed envelope **marked in the lower left hand corner with "SEALED PROPOSAL FOR RFP 2021-01, CRA LIGHTING PROJECT" NO LATER THAN THURSDAY, JULY 15, 2021 AT 5:00 PM**

All RFPs must be submitted by mail or hand delivered to the following address:

Attention: Jenny Parham, City Clerk
Re: CRA Lighting Project
City of High Springs, City Hall
23718 W US HWY 27
High Springs, Florida 32643

SCHEDULE

Issue Date:	Thursday, June 24, 2021
Submittal Due Date:	Thursday, July 15, 2021
Proposals Opened:	Monday, July 19, 2021
Interviews:	TBD
(If we have them)	
Select Consultant:	August
Award Consultant Contract:	August

The CRA reserves the right, however, to modify this schedule at any time.

At the designated time and place, the City Clerk's Office or designee will record the proposals for the record.

The CRA reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the responding firm including without limitation any and all costs and fees related to a protest.

The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to ensure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP.

All proposals must be signed in ink by an officer having authority to bind the company.

III. EVALUATION AND AWARD

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the CRA through written addendum to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the CRA to award the proposal to the lowest priced proposer, and the CRA reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the CRA. The CRA shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

At its sole option, the CRA may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the CRA.

While the CRA allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

The CRA will evaluate all responses to the RFP that meet the proposal content requirements and are deemed responsive. The CRA will award to the responsive and qualified proposed whose bid is determined to be the most advantageous to the CRA, all things considered. Evaluation of bids will be based on the following factors (in no particular order):

- Company Background & Qualifications, 15 points.
- Current & Prior Experience, 15 points.

- Lighting Plan, 15 points
- Project Approach & Installation, 15 points
- Understanding of Project & Project Requirements, 10 points
- Firm capacity to complete the project in a reasonable amount of time, 15 points
- Ongoing Support & Maintenance Options, 15 points

IV. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addendum will be posted on the City's website. It is the sole responsibility of each Proposer to check the City's website for posted addendum. The City will not mail or fax any addendum to a Proposer.

V. QUESTIONS

Questions will be directed via email to David Sutton, CRA Coordinator, at dsutton@highsprings.us prior to 5:00 pm on Thursday, July 1, 2021. All responses will be made publicly available on the City's website on by 5:00 pm on Thursday, July 8th, 2021.

VI. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

VII. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with CRA representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the CRA without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the CRA may determine the

qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA. Any action taken by the CRA in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

VIII. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the CRA and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the CRA reserves the right to terminate negotiations with the successful Proposer and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the CRA is able to enter into a contract with a Proposer that best meets the needs of the CRA. If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the CRA may, at its discretion, terminate the agreement for services at any time by giving ten (10) days written notice with cause; or thirty (30) day written notice without cause.

IX. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence. The firm shall maintain, during the life of the contract, commercial general liability, including public and

contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CRA as an "Additional Insured".

Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of coverage to be provided within the minimum coverage limits set forth above, the CRA shall hold the Provider responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation or amount of sovereign immunity, the Provider shall be required to provide written documentation that is acceptable to the CRA establishing that the Provider has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policies.

X. CRA AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the CRA and the CRA shall be the sole distributor of all addendums and/or changes to these documents. The CRA is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the CRA and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the CRA. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the City Clerk.

XI. REPRESENTATIVES BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Proposer warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

- C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the CRA and the Proposer.
- D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of High Springs for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.
- F. Proposer recognizes and agrees that the CRA will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

XII. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement protest procedure. A complete copy of the City's procurement protest procedure is available through the City Clerk's office located at City Hall. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

XIII. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit "A" Proposer Information Page
- Exhibit "B" Confirmation of Drug Free Workplace
- Exhibit "C" Representations and Disclosures

XIV. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

SPECIAL TERMS AND CONDITIONS

I. PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the CRA to receive proposals for purchase, design and install lighting and associated technology in specific areas along the downtown Main Street Corridor and James Paul Park.

Nothing in this RFP is intended to restrict the CRA in any way in the selection of the proposal that best meets the needs of the CRA. The CRA reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

II. CRA OVERVIEW

The City of High Springs Community Redevelopment Agency, "CRA", exists to revitalize and enhance areas within the CRA District, particularly, the Main Street Corridor. The CRA undertakes capital projects that improve infrastructure, physical conditions, and the overall appearance of the district as well as projects that bring about a sense of place. A tax increment trust fund was established and serves as the revenue source for projects in the CRA District.

III. CRA LIGHTING PROJECT OVERVIEW

The primary focus of the CRA Lighting Project is to produce a lighting display in the CRA District. Seven (7) trees along Main Street and seven (7) trees in James Paul Park have been identified for placement of multi-colored LED lighting as well as lighting enhancements to the Gazebo in James Paul Park. To achieve this, the lighting and equipment purchased and installed must be of high quality, durable and capable of lasting a minimum of five (5) years. Designer must be fully versed in utilizing the lighting equipment purchased to its full capabilities to create beautiful displays for the public.

IV. SUBMITTAL CRITERIA:

Proposers shall submit the following information as described in the sections below:

SECTION ONE: INTRODUCTION LETTER

SECTION TWO: SCOPE OF WORK

1. CREATION OF LIGHTING PLAN

A lighting plan shall be created for Main Street and James Paul Park with a focus on lights in the trees and on the Gazebo. Proposers may, also, submit other lighting locations within the specified areas for consideration. How the project will be managed and delivered is an essential part of the lighting plan as well.

(REST OF PAGE BLANK)

**2. LOCATION OF AREAS DESIGNATED FOR LIGHTING IMPROVEMENTS JAMES PAUL PARK
(BEHIND CITY HALL)**

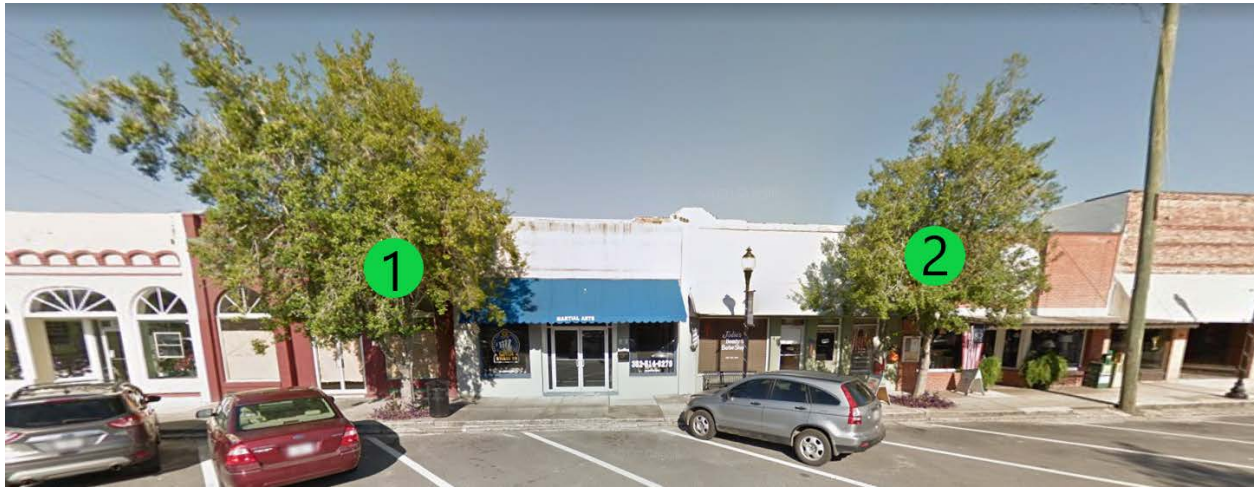






3. LOCATION OF AREAS DESIGNATED FOR LIGHTING IMPROVEMENTS DOWNTOWN







4. EQUIPMENT- REQUIRED

The CRA requires the following equipment or equipment of comparable quality from any Company bidding on this RFP at a minimum. Other equipment will be considered if it meets the intent of this RFP.

1. Eight (8) RAB Lighting FFLED52SF Future Flood 52w LED 5000k Bronze Finish
2. One (1) RAB Lighting FFLED18 Future Flood 18w LED 5000k Bronze Finish
3. One (1) RAB Lighting HSLED26A Spot Light 26w LED 5000k Bronze Finish
4. Eleven (11) Techlight R4AG Tree-Mounted Downlight w/ 15w PAR38 LED 5000k Lamp
5. Three (3) FX Luminaire C-UL Brass Uplight 12v w/ 4-6w 3000k Warm White MR-16 Lamps
6. Eighteen (18) Kichler 15487CBR Brass Uplight 12v w/ 15w 3000k Warm White PAR36 Lamps
7. Fourteen (14) Alliance BT-400 Tree Mounted 12v Uplight w/ Bluetooth RGB Integrated LED
8. Ninety (90) Diode LED Linear Tape Light 120v 3000k Warm White (In Linear Feet)
9. One (1) Kichler 5CS600SS 600w Stainless Steel 12v Transformer
10. Three (3) Kichler 15CS300SS 300w Stainless Steel 12v Transformer
11. Seven (7) Hatch VS1260WNW 120v/12v 60w Electric Transformer
12. Eleven (11) Required 120v Electrical Locations Done By Others

5. LABOR REQUIRED

CRA requires Labor and Staffing to professionally install the equipment, to teach City staff how to operate the equipment, to effectively run the lights and to troubleshoot problems if an outage or unplanned stoppage were to occur. All proposals must include the cleaning (if available), maintenance and troubleshooting. Electricity will be provided by the City and should not be included in the proposal.

6. TIMELINE

Provide a timeline of project from inception to completion.

7. ADDITIONAL INFORMATION

List all work to be performed and the equipment you are recommending for this job. Proposal shall describe procedure, materials and resources which will be utilized to complete each task in the scope. It is understood that services and equipment will be "as needed" and may ultimately be increased or decreased during the phase of negotiating an agreement with the successful bidder.

SECTION THREE: COMPANY QUALIFICATIONS

1. **COMPANY BACKGROUND-** Provide a description of your company, qualifications, and experience, listing the project manager for this project.

2. CURRENT AND PRIOR EXPERIENCE- Provide examples of lighting projects done in the past two (2) years:

- Job location;
- Services rendered by the Consultant;
- Contract amount;
- References including contact information

SECTION FOUR: ADMINISTRATIVE SECTION

Complete and attach Exhibits “A”, “B” and “C” along with a copy of your licenses applicable to this Scope.

List all certifications, licenses and professional designations relevant to this RFP and project.

Indicate the State in which Proposer firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.

SECTION FIVE: UNDERSTANDING OF THE PROJECT AND PROJECT REQUIREMENTS

The Proposer shall describe their understanding of the Proposer’s role and any characteristics that are unique to its application. Describe any factors that you viewed as concerns that may need to be addressed.

END OF RFP

EXHIBIT "A"
PROPOSER INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____

Signature

Print Name

Title: _____

Corporate
Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Remit To Address:

Web Site (if applicable): _____

Federal ID No.: _____ This is a requirement of every Proposer.

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

**If this form is not returned, the CRA will assume the Proposer has not implemented a drug-free workplace program.

Exhibit "C"

REPRESENTATIONS AND DISCLOSURES

STATE OF _____ }

} SS:

COUNTY OF _____ }

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or

substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____

Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2021

by _____ (*name*) as _____ (*title*) of

_____ (*Proposer firm*), and who is personally known to me or produced

_____ as identification.

Notary Public

Notary Stamp:

VENDOR 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 _____

_____ and principal office in _____.

City & State

City & State

2. The above-named entity is submitting a Proposal for the City of High Springs CRA RFP #2021-01.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal 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 proposal. 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 High Springs.
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 High Springs.
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 High Springs.

DATED this _____ day of _____ 2021.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2021.

Personally Known _____ or produced identification _____

INDEMNIFICATION AGREEMENT

The Elected Firm shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the City of High Springs CRA, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Elected Firm, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Elected Firm shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City of High Springs CRA.

To the extent applicable, the Elected Firm shall fully indemnify and hold harmless the City of High Springs CRA, and its agents, employees assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Elected Firm's products by the City of High Springs CRA or any of its agents, employees, and assigns, or to the operation or use of Elected Firm's products by the City of High Springs CRA or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the purchase order.

In the event of a claim, the City of High Springs CRA shall promptly notify the Elected Firm in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The City of High Springs CRA shall provide all available information and assistance that the Elected Firm may reasonably require regarding any claim.

The City of High Springs CRA may, in addition to other remedies available to it at law or equity, and upon written notice to the Elected Firm, retain such monies from amounts due the Elected Firm as may be deemed by the City of High Springs CRA to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The City of High Springs CRA may set off any liability or other obligation of the Elected Firm or its affiliates to the City of High Springs CRA against any payments due the Elected Firm under any contract with the City of High Springs CRA.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Elected Firm under the Contract or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City of High Springs CRA and the Elected Firm, the agreement which provides the most protection for the City of High Springs CRA shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

I, _____, being an authorized representative of the firm of _____ (“The Elected Firm”), having read and

understood the contents above, hereby enter into this indemnification agreement as of this date, _____, 2021.

Signature of Representative of Elected Firm

Printed name

As:

Contact Information for Elected Firm:

Street Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

ACCEPTED BY THE CITY OF HIGH SPRINGS CRA ON _____, 2021.

By:

Printed Name:

As:

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

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 Regulations 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 request for equitable adjustment, contract claims, bid protest, 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 or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of High Springs CRA, RFP #2021-01.

Date

Firm

Authorized Signature

and Title Printed or Typed Name and Title