



**DDB**

**MEETING NOTICE**

Meeting Location: Orlando City Hall, Veteran's Conference Room, 2<sup>nd</sup> Floor at 3:00PM

**Welcome,**

**We are glad you have joined us for the January 19, 2022 Downtown Development Board meeting. In response to the COVID-19 pandemic social distancing efforts, we encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on [orlando.gov/virtualmeetings](http://orlando.gov/virtualmeetings).**

**The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.**

**The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.**

**Live Public Comment**

- Join the live virtual meeting

**Call into the virtual meeting by dialing any of these phone numbers:**

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

**Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353**

- Use the "Raise Hand" feature to request to speak when prompted (or dial \*9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

**Written Public Comment**

**Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on [orlando.gov/publiccomments](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.**

**Note: Comments that do not include the required information will not be distributed or attached to**

the agenda. All comments received are public record.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or [cityclerk@orlando.gov](mailto:cityclerk@orlando.gov)

## AGENDA

1. Call Meeting to Order
2. Roll Call
3. Election of Board Secretary
4. Approval of Minutes
  - a. December 1, 2021 – Downtown Development Board Meeting
5. Executive Director's Report – Thomas C. Chatmon Jr., Executive Director
6. Public Comment
7. New Business
  - a. Marketing RFP Rankings – Kelly Allen, Marketing and Communications Manager
8. Date of Next Meeting
9. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251.



## **MEMORANDUM**

**TO:** Jamie Barati, Chair  
Monica McCown, Vice Chair  
David Swanson  
Eugene Jones

**FROM:** Thomas Chatmon, Executive Director of the Downtown Development Board/Community Redevelopment Agency

**DATE:** January 19, 2022

**SUBJECT:** Agenda items to be considered at the Downtown Development Board Meeting for January 19, 2022.

### **Election of Board Secretary**

#### **Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the December 1, 2021 Downtown Development Board Meeting.

**Executive Director's Report:** Thomas C. Chatmon Jr., Executive Director

#### **Public Comment:**

#### **New Business:**

a. **Marketing RFP Rankings – Kelly Allen, Marketing and Communications Manager**

Last year, the Downtown Development Board (DDB) issued a Request for Proposals (RFP) to obtain proposals for marketing and creative services from proposers interested in performing the services. The RFP allowed the DDB to select one or more firms to provide the services as necessary to meet DDB's anticipated marketing needs.

Over the term of the contract, the Consultants selected may be asked to perform a variety of marketing and communication services, including but not limited to market investigations, campaign tracking and benchmarking, media plan creation, media buys, marketing plans and strategy, social media content development, and more.

Eight proposals were received and evaluated. The Selection Committee, consisting of David Barilla, Bret Thomas, Nicole Sisson, Monica McCown, and Kelly Allen met several times to discuss the proposals, hold presentations from the top four

agencies, and narrow the selection to the top ranked firms.

At its final meeting on January 6, 2022, the Selection Committee ranked as follows:

1. Chatter Buzz Media, LLC
2. Foresight Design Group, Inc. d/b/a PRISMATIC
3. Leads for Clicks LLC
4. Cosgrove Associates

The Selection Committee is recommending the award of contracts to the top two ranked firms, Chatter Buzz Media, LLC and Foresight Design Group, Inc., d/b/a PRISMATIC.

Staff requests that the DDB approve the Selection Committee's rankings and authorize the Chief Procurement Officer to negotiate and execute contracts, in substantially the form attached, and enter into renewals thereto, subject to review and approval of the City Attorney's Office, with Chatter Buzz Media, LCC and Foresight Design Group, Inc., d/b/a PRISMATIC.

**Date of Next Meeting:** – The next Downtown Development Board meeting will be held February 23, 2022, at 3:00 PM in Veterans Conference Room.

**Adjournment**

**ANNUAL AGREEMENT FOR  
DOWNTOWN MARKETING SERVICES**

**THIS CONTRACT** (“Contract”), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, is made by and between the Downtown Development Board (“DDB”), a body corporate and an agency of the City of Orlando (“City”), created by referendum in December, 1972, under Chapter 71-810, Laws of Florida, the Orlando Central City Neighborhood Development Board Act, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as the “DDB” and \_\_\_\_\_, hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**WITNESSETH:**

**WHEREAS**, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

**WHEREAS**, under the DDB’s policy and procedure codified as §1250.1 of the City’s policies and procedures manual, the City Chief Procurement Officer has been authorized by the DDB to serve as the DDB’s principal procurement agent; and

**WHEREAS**, the services to be provided under this Contract have been procured by the City’s Chief Procurement Officer on DDB’s behalf.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**I. SCOPE**

The Contractor is to perform such work (“Work”) of the type summarized and generally described in the City’s Request for Proposal as may be more particularly defined in task orders addendums (“Task Orders”) mutually agreed upon by the parties on a task by task basis. All Task Orders shall be in writing and signed by both parties prior to Contractor commencing any Work. Task Orders shall define the work to be performed and the compensation to be paid by the DDB for such Work. The City’s Chief Procurement Officer or his designee shall have authority to issue and sign Task Orders on behalf of the DDB. Unless expressly agreed otherwise in a Task Order, all Work shall be performed in accordance with the terms and specifications of the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part hereof as fully as if herein set forth. The purpose of this Contract is not to authorize a specific phase or piece of Work, but to set forth certain duties, obligations, rights,

and responsibilities that may be incorporated into any project or Work that may be mutually agreed to by the parties. The DDB shall have the sole discretion to select the Work, if any, that may be assigned to Contractor and the order of performance of such Work. The DDB does not guarantee, warrant, or represent that any particular Work set forth in the RFP will be assigned to Contractor under the terms of this Contract. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

## **II. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. Task Orders;
2. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto;
3. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
4. DDB's Request for Proposal;
5. Contractor's Proposal

## **III. TERM OF CONTRACT**

The term of this Contract shall be for twenty-four (24) months, beginning on \_\_\_\_\_, 2021 and ending on \_\_\_\_\_, 2023. This Contract may, by mutual written assent of the parties, be extended for three (3) additional twelve (12) month period or portions thereof, up to a cumulative total of sixty (60) months.

## **IV. COMPENSATION**

Except as may otherwise be agreed in a Task Order, the Contractor agrees to provide marketing and related services as requested by DDB at the rates specified in its proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth. Any Work and all costs and expenses associated therewith performed or incurred by Contractor with respect to services rendered without a valid Task Order shall be at Contractor's sole risk and expense.

**V. PAYMENT**

All invoices received by the DDB are payable within thirty (30) days from receipt, provided they have first been approved by the DDB, and DDB's Executive Director, or designee, has accepted the Work. The DDB reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302 with a copy to Downtown Development Board, Attn: Division Fiscal Manager, at the same address.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CONTRACT NUMBER AS STATED HEREIN.**

**VI. FISCAL YEAR FUNDING APPROPRIATION****A. Specified Period**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the DDB. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by DDB of funds therefor.

**B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled and the contractor shall be entitled to payment for Work properly performed prior to the date of cancellation.

**VII. GENERAL CONDITIONS****A. Patents and Copyrights**

1. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the DDB and/or the City against any claim, suit or proceeding brought against the DDB and/or the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the DDB and/or the City.

2. Any and all material created or produced by Contractor or a sub-contractor of Contractor which are subject to trademark under applicable law or to copyright under

the United States Copyright Act, including but not limited to all advertising slogans, materials, artwork, pictures, narratives and music pursuant to this Contract shall become the sole and exclusive property of the DDB upon acceptance of such work by the DDB. DDB shall own such materials and all trademarks and copyrights related thereto, including all renewals and extensions. DDB shall have the right to obtain trademark and copyright registrations for such materials in its own name or in any name chosen by DDB, and DDB shall own all rights of copyright in the materials, as well as in any derivative works and reproductions made there from. DDB shall have the right to use, photograph, depict, copyright photographs and depictions, publish, distribute, and publicly display such materials and to create, use, copy, reproduce, publish, distribute, and display derivative or other works based on the materials worldwide in all forms of media now known or later developed, including but not limited to Web sites, advertising, media campaigns, direct mail, and classroom presentation. Contractor shall execute such documentation that the DDB may reasonably request to cause or evidence any such transfer of ownership of the materials. In addition, Contractor shall include in any contract with a sub-contractor for materials subject to trademark under applicable law or to copyright under the United States Copyright Act a provision that such materials shall become the property of the DDB upon acceptance of the work by the DDB and DDB shall own such materials and all copyrights related thereto, including all renewals and extensions. Contractor's sub-contractor agreements shall also contain requirement that the sub-contractor shall execute such documentation as the DDB may reasonably request to cause or evidence such transfer of ownership of the materials to the DDB. Contractor may utilize completed work done under this Contract in portfolio samples and may, upon prior written approval from the DDB's Executive Director or designee, post work completed under this Contract on Contractor's social media accounts or for other specifically requested purposes.

3. For any work that is created or developed under this Contract that may be considered a "work of visual art" under the Visual Artists Rights Act of 1990 (17 U.S. Code §106A), Contractor hereby voluntarily, expressly, permanently, and irrevocably waives, or agrees to obtain a waiver from the creator or author of the work of, any and all rights, including but not limited to the rights of attribution and integrity and remedies with respect the work and any alterations thereof, under the Visual Artists Rights Act of 1990, 17 U.S. Code § 106A and 113 and under any other applicable federal, state, local, or foreign laws relating to the rights of artists. This sub-section A. shall survive



termination of the Contract.

**B. Termination for Default**

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the City's Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The City's Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

**C. Termination for Convenience**

The DDB may terminate this Contract at its convenience with thirty (30) calendar days advance written notice to the Contractor. In the event of such a termination by the DDB, the DDB shall be liable for the payment of all Work properly performed prior to the effective date of termination.

**D. Warranty**

The Contractor warrants that the Work including all deliverables and other materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the DDB's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the DDB, or refund to the DDB, the charge paid by the DDB, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

**E. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or DDB, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or DDB's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the

Contractor's or DDB's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or DDB's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at his discretion, cancel this Contract for the convenience of the DDB.

**F. Indemnification and Insurance**

**1. Indemnity**

The Contractor hereby agrees to indemnify and hold harmless the City and the DDB, their officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

**2. Insurance.**

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the DDB and the City with the required Certificate(s) of Insurance in a form(s) acceptable to the DDB and the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the DDB shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the DDB and the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure

that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the DDB and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the DDB or City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and its subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the DDB and the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the DDB and the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the DDB and the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.
- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the DDB and the City and their officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The DDB and City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the DDB and the City, their officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
- (i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, subcontractors not eligible for exemption. The liability limits shall not be less than:
- |                        |                           |
|------------------------|---------------------------|
| Workers' compensation: | Statutory                 |
| Employer's Liability:  | \$100,000 each occurrence |
- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

(iii) Commercial General Liability. This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the DDB, City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under this Contract with the DDB, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence.

**G. Acceptance**

The DDB will be deemed to have accepted the Work after the Work is accepted in writing by the Executive Director of the DDB or his designee.

**H. Correction of Work**

The Contractor shall promptly correct all Work rejected by the DDB as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

**I. Right to Audit Records**

The DDB and the City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Contract and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**J. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**K. Information**

All information and data furnished to or developed for the DDB by the Contractor or its employees, pursuant to this Contract, excluding previously Copywritten materials, shall be the sole property of the DDB and all rights therein are reserved by the DDB, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**L. Extra Work**

The DDB, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the DDB written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the DDB, and a written approval secured from the DDB and the City's Chief Procurement Officer, before proceeding to execute the Work.

No claim for extra work will be considered valid by the DDB unless first submitted in writing.

**M. Familiarity With The Work**

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The DDB will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Contract.

**N. Title and Risk of Loss**

The title and risk of loss to the Work shall pass from the Contractor to the DDB upon the DDB's final acceptance of the Work.

**O. Notices.**

All notices required or permitted to be given under this Contract must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City: David Billingsley, CPSM, C.P.M  
 Chief Procurement Officer  
 City of Orlando  
 400 South Orange Avenue, 4th floor  
 Orlando, Florida 32891  
 Fax: (407) 246-2869  
 Phone: (407) 246-2368

Contractor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: ( ) -  
 Fax: ( ) -

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

**VIII. MISCELLANEOUS PROVISIONS**

A. The Contractor shall not employ subcontractors without the advance written permission of the City's Chief Procurement Officer.

- B. Assignment of this Contract shall not be made without the advance written consent of the City's Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City's Chief Procurement Officer or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City of Orlando's Purchasing Code, (Chapter 7 of the City Code).
- G. This Contract is a non-exclusive agreement between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.  
As to Contractor, the undersigned hereby warrants and certifies that they are authorized



to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

- K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- L. The City’s Chief Procurement Officer or his written designee shall have authority to act on behalf of the DDB in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

\*\*\*\*\*

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above.

DOWNTOWN DEVELOPMENT BOARD

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the DDB and the  
City of Orlando, Florida, only.

By: \_\_\_\_\_  
Chief Procurement Officer, City of Orlando

Date: \_\_\_\_\_, 2021

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**  
ORLANDO, FLORIDA

Date: \_\_\_\_\_, 2021

\*\*\*\*\*

CONTRACTOR

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

\_\_\_\_\_  
Name & Title, Typed or Printed

CORPORATE SEAL

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

\_\_\_\_\_  
Email Address

STATE OF FLORIDA        }

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



**EXHIBIT “A”**  
**REQUEST FOR PROPOSAL**

**EXHIBIT “B”**

**CONTRACTOR’S PROPOSAL AND ANY  
AMENDMENTS THERETO**