

Contract Updates Summary:

CRA RFP 26-02 – Permanent Outdoor Sound System

- **Contract updated to match insurance requirements noted in the RFP.**
 - **Section 13.3 is amended to add the underlined language:**

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination. If at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City, and such equipment order[s] cannot be cancelled by VENDOR, City agrees to pay for, and VENDOR agrees to provide the City the equipment included in the non-cancelable order[s]. Similarly, if at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City and is able to cancel such equipment orders, the City agrees to reimburse VENDOR for any applicable cancellation or restocking fees the VENDOR incurs from such cancellation if such fees are documented in writing.
 - **Section 2.1.2 has been amended to include the underlined language:**

2.1.2 Vendor shall submit detailed invoices corresponding to the milestone-based payment schedule, the total of which shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum"). Vendor will evaluate existing underground conduit and speaker wiring and will use this existing infrastructure (the "Existing Infrastructure") where practical. If Vendor discovers the Existing Infrastructure is damaged or unusable, Vendor shall notify Owner in writing of such damaged or unusable Existing Infrastructure and any resulting additional work Vendor believes is reasonably necessary. Any additional work that Vendor and Owner agree upon in writing to address damaged or unusable Existing Infrastructure will be addressed in a written Change Order, signed by both parties, if required to alter the Contract Sum.
 - **Section 21.4 has been removed.** This language was left from the auditorium architect contract used as template and not relevant to this project/agreement.

21.4 Notwithstanding the preceding provisions of this Section 21, with respect to the VENDOR's provision of architectural design services under the State Grant the CRA entered with the Florida Department of Commerce, VENDOR agrees it will not assign, sublicense, or otherwise transfer its rights, duties, or obligations under Agreement without the prior written consent of the Florida Department of Commerce.
 - **Section 23 has been removed.** It is a provision for contracts governed by CCNA and not necessary for this document.
- 23.0 Truth-In-Negotiation Certificate**
- 23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 23.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2026, between The Wauchula Community Redevelopment Agency, a dependent special district of the City of Wauchula, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and

_____ a _____ corporation, headquartered at _____

hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is: _____

WHEREAS, CRA wishes to install a permanent outdoor sound system in and for Historic Downtown Wauchula (the "Project") to support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district; and

WHEREAS, the Project requires certain professional electronic and acoustical services to install, test, program, and train personnel to operate the sound system; and

WHEREAS, CRA has solicited these services in CRA RFP 26-02, included by reference as Exhibit A; and

WHEREAS, VENDOR represents it is capable and prepared to provide such Services;

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

1.0 Scope of Work and Term

1.1 VENDOR shall perform the Services set forth in Exhibit B to this Contract (the "Scope of Work").

1.2 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.

1.3 The term of this Agreement shall be until October 30, 2026, but may be extended as set forth in Section 1.4 below as necessary to fully complete the Project.

1.4 The CRA shall have the option of extending the Agreement as deemed reasonable and necessary for the completion of the Project.

1.5 The CRA Board must approve any extension of this Agreement.

2.0 Compensation

2.1 General

2.1.1 Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, based on a milestone-based payment schedule as follows:

- 25% on execution of contract and CRA approval of system design
- 50% on Substantial Completion (meaning delivery and of all equipment on-site)
- 25% on final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

2.1.2 Vendor shall submit detailed invoices corresponding to the milestone-based payment schedule, the total of which shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum"). Vendor will evaluate existing underground conduit and speaker wiring and will use this existing infrastructure (the "Existing Infrastructure") where practical. If Vendor discovers the Existing Infrastructure is damaged or unusable, Vendor shall notify Owner in writing of such damaged or unusable Existing Infrastructure and any resulting additional work Vendor believes is reasonably necessary. Any additional work that Vendor and Owner agree upon in writing to address damaged or unusable Existing Infrastructure will be addressed in a written Change Order, signed by both parties, if required to alter the Contract Sum.

2.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

3.0 Insurance

3.1 General Provisions

3.1.1 VENDOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth below, and shall provide the CRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.

3.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all of VENDOR's policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.

3.1.4 If there is any failure by the VENDOR to comply with the provisions of this section, the CRA may, at its option, on notice to the VENDOR, suspend the work for cause until there is full compliance.

3.1.5 The CRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.

3.1.7 All VENDOR's sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that subvendors used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the City of Wauchula for any claim in excess of the subvendors' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Professional Liability Insurance. \$500,000.00 for design errors and omissions, exclusive of defense costs. VENDOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the VENDOR to provide a higher level of coverage for a specific project and time frame.

3.5 Worker's Compensation. VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

4.0 Standard of Care

4.1 VENDOR has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification

5.2.1 VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CRA) protect and hold the CRA and the City, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of VENDOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR 's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its SUB-VENDORS, agents, employees and invitees; provided, however, that VENDOR shall not be obligated to defend or indemnify the CRA and the City with respect to any such claims or damages arising out of the CRA's or the City's negligence.

5.2.2 The CRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 VENDOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of SUBVENDORS and their employees, and/or for VENDOR's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

6.1 VENDOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

6.2 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

6.3 VENDOR shall work closely with the CRA in performing Services under this Agreement.

6.4 The VENDOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

6.5 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9.0 Subcontracting

9.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the VENDOR be authorized to use the CRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes and Scrutinized Companies

11.1 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;

may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. The VENDOR understands and acknowledges that this Agreement with the CRA will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the VENDOR, relating to conviction for a public entity crime. By executing this Agreement, VENDOR certifies it has not been convicted of a public entity crime.

11.2 Scrutinized Companies, Section 287.135, Florida Statutes. VENDOR certifies that by execution of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify WCRA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. WCRA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

12.0 CRA's Responsibilities

12.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination. If at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City, and such equipment order[s] cannot be cancelled by VENDOR, City agrees to pay for, and VENDOR agrees to provide the City the equipment included in the non-cancelable order[s]. Similarly, if at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City and is able to cancel such

equipment orders, the City agrees to reimburse VENDOR for any applicable cancellation or restocking fees the VENDOR incurs from such cancellation if such fees are documented in writing.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.

13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

13.4.4 Continue and complete all parts of the work that have not been terminated.

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the CRA nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee

County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

15.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16.0 Non-Discrimination

16.1 The VENDOR may not discriminate against any of its employees employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, sex, disability, or marital status.

16.2 Compliance with Section 287.134, Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, VENDOR certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

17.0 Waiver

17.1 A waiver by either the CRA or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The CRA and the VENDOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The CRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the CRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

22.0 Contingent Fees Prohibited

22.1 The VENDOR acknowledges that grant funds provided by the State of Florida cannot be used to pay contingency fees and VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual or firm, other than bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Ownership of Documents

23.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. VENDOR is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

24.0 Access and Audits

24.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

24.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

24.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

24.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

25.0 Notice

25.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA:
Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Director

As to VENDOR:

25.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the CRA.

25.0 Service of Process

As to CRA: Kristie Hatcher-Bolin, City Attorney
GRAY|ROBINSON
One Lake Morton Drive
Lakeland, FL 33801

As to VENDOR:

25.0 Contract Administration

25.1 Services of VENDOR shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

26.0 Key Personnel

26.1 VENDOR shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. VENDOR at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the VENDOR and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

27.0. Annual Appropriations

27.1 VENDOR acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

28.0 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

28.1 The CRA shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If VENDOR knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28.2 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. VENDOR shall:

28.2.1 Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by VENDOR during the term of the Agreement; and

28.2.2 Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by VENDOR to perform work or provide services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. VENDOR acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of this Agreement.

By entering this Agreement, VENDOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to VENDOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. VENDOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and VENDOR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. VENDOR will also be

liable for any additional costs to the CRA incurred as a result of the termination of this Agreement in accordance with this section.

29.0 Public Records, Proprietary Information, and Trade Secrets.

29.1 The parties acknowledge and agree that the CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the CRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

29.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

29.1.2 Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

29.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the City.

29.1.4 Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the VENDOR's possession or keep and maintain public records required by the CRA to perform the services. If the VENDOR transfers all public records to the CRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

29.1.5 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If the VENDOR does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally

cancel this Agreement in accordance with Florida law.

29.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

30.0 Limitation of Liability.

30.1 In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Stephanie Camacho
City Clerk

The CRA, as a dependent special district of the
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the
laws of the State of Florida

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, CRA Attorney

Date _____

Attest:

(COMPANY NAME)

a _____ Corporation

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

CRA RFQ 26-02

EXHIBIT A

REQUEST FOR PROPOSALS

Permanent Outdoor Sound System Design and Installation
Historic Downtown Wauchula, Florida

Issued by:

Wauchula Community Redevelopment Agency

107 E. Main Street | Wauchula, Florida 33873 Phone:
(863) 767-0330

MILESTONE	DATE
RFP Release Date	Tuesday, June 9, 2026
Site Visit (Optional)	Tuesday, June 16, 2026 @ 10:00 AM or 2:00 PM (Heritage Park Pavilion)
Deadline for Written Questions	Wednesday, June 24, 2026 @ 5:00 PM
Responses to Questions Issued	Friday, June 26, 2026 @ Noon
Proposal Submission Deadline	Tuesday, July 7, 2026 @ 2:00 PM
Anticipated Award	Monday, July 13, 2026
Project Completion Deadline	Monday, September 14, 2026

Proposals must be submitted by the deadline above to be considered.

SECTION I — INTRODUCTION AND GENERAL INFORMATION

The Wauchula Community Redevelopment Agency (CRA), hereinafter referred to as “the CRA,” is soliciting sealed proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The selected contractor shall deliver a complete, turnkey system that includes system design, equipment supply, installation, acoustic testing, programming, operator training, and all documentation required for long-term operation and maintenance.

The CRA reserves the right to: reject any and all proposals or portions thereof; waive minor irregularities; request clarification of information submitted; negotiate modifications to proposals; and award to the proposer whose offer is determined to be in the best interest of the CRA.

1.1 Point of Contact

All inquiries regarding this RFP shall be submitted in writing to:

Jessica Newman, CRA Director

Wauchula Community Redevelopment Agency

107 E. Main Street, Wauchula, Florida 33873 Email:

jnewman@cityofwauchula.com

Phone: (863) 767-0330

Responses to questions will be issued in the form of an Addendum and posted to:

Questions submitted by other means or directed to anyone other than the CRA Director, will not receive an official response and will not be binding on the CRA.

Prospective respondents shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the CRA Board, City Commission, or any employee of the City of Wauchula, other than the CRA Director in writing as specified above. Unauthorized communications initiated by a respondent shall be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal. (See Section 7.1)

1.2 Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly marked on the outside:

CRA RFP 26-02 – PERMANENT OUTDOOR SOUND SYSTEM

Sealed proposals must be physically received no later than the date and time specified on the cover page. Submissions may be hand-delivered or sent via courier to:

Wauchula Community Redevelopment Agency

107 E. Main Street

Wauchula, Florida 33873

Electronic submissions will NOT be accepted unless the CRA issues a written addendum authorizing such submissions and specifying the acceptable format and delivery address.

Late proposals will not be accepted or evaluated, regardless of the reason for delay.

The CRA assumes no liability for costs incurred by vendors in preparing or submitting proposals. See

Section V for additional requirements.

1.3 Questions and Addenda

All questions regarding this RFP must be submitted in writing to the Point of Contact listed in Section 1.1 no later than Wednesday, June 24, 2026 @ 5:00 PM..

Verbal questions will not receive an official response. All written questions and the CRA's official responses will be issued as numbered addenda and distributed to all registered proposers. Addenda become part of the RFP and are binding on all proposers.

Proposers are responsible for acknowledging receipt of all addenda in their proposals. The CRA is not responsible for any misunderstanding arising from failure to obtain addenda.

1.4 Site Visit

An optional pre-proposal site visit will be held on Tuesday, June 16, 2206. Two meeting times are offered: 10:00 AM or 2:00 PM on site at the Heritage Park Pavilion, 209 W. Main Street. Attendance is strongly encouraged but not mandatory.

Proposers who attend will have the opportunity to inspect existing equipment, pole-mounting infrastructure, electrical access points, and the proposed expansion areas. The CRA will not schedule individual site  before or after the scheduled site visit date and times..

1.5 Public Records Notice

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the Request for Proposals, all proposals submitted to this RFP, and any communications with the City related thereto are in the public domain, constitute public records of the Wauchula Community Redevelopment Agency upon submission, and are subject to disclosure under Chapter 119, Florida Statutes (Florida Public Records Law). Proposers are advised not to include confidential trade secrets or proprietary information in their proposals. If proposers do include confidential trade secrets or proprietary information in their submittals, they are requested to specifically identify such information contained in their submittals that they consider to be trade secrets as defined in section 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to the purported trade secret information ("Confidential Information"). All materials that the Proposer contends qualify for exemption under Chapter 119, Florida Statutes, or other applicable law must be submitted in a separate envelope, clearly identified "EXEMPT FROM PUBLIC DISCLOSURE UNDER CH. 119, FLA. STAT." with the Proposer's name marked on the outside. The CRA will NOT accept submissions labeled as exempt from public disclosure in their entirety. The CRA does not guarantee the protection of any information submitted and makes no representation that claimed exemptions will be upheld. The CRA's legal counsel will determine the applicability of any claimed exemption. Proposers acknowledge that the designation of information as exempt under Ch. 119, Florida Statutes, may be challenged in court by any person or entity. By designation of material as exempt from public disclosure, the Proposer agrees to indemnify and defend the City (and its employees, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is actually filed in a court of law) related to the Proposer's designation of materials as exempt from disclosure, and further agrees to hold the CRA (and its employees, agents, and elected and appointed officials) harmless from any award to a plaintiff for damages, costs, and attorney's fees incurred by reason of any claim or action related to Respondent's designation of material as exempt from disclosure.

All proposals received in response to this RFP will become the property of the City and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

SECTION II — VENDOR QUALIFICATIONS AND REQUIREMENTS

2.1 Minimum Qualifications

To be eligible for award, proposers must demonstrate that they:

- Hold a valid contractor's license issued by the State of Florida, or are registered to perform the required work under applicable Florida law
- Have a minimum of five (5) years of experience designing and installing outdoor commercial or municipal audio systems
- Have successfully completed at least three (3) comparable outdoor sound system projects within the past five (5) years
- Possess sufficient staffing, equipment, and financial resources to complete the project by Monday, September 14, 2026.
- Are able to provide ongoing maintenance, technical support, and warranty service post-installation
- Are not currently debarred, suspended, or otherwise prohibited from contracting with federal, state, or local government entities

2.2 Insurance Requirements

The selected vendor shall provide the CRA with original certificates of insurance evidencing the following coverage prior to executing a contract and before any work commences. All policies shall be maintained throughout the term of the project. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without prior written permission from the CRA.

The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the contractor to comply with these insurance provisions, the CRA may, at its option and on notice, suspend the project until there is full compliance.

- Workers' Compensation and Employer's Liability: Statutory benefits as required by Florida law and applicable federal statutes; Employer's Liability minimum \$100,000; All States Endorsement — Statutory; Voluntary Compensation — Statutory. Policy shall contain a waiver of subrogation in favor of the City of Wauchula.
- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage. Coverage shall include: Premises and Operations; Products/Completed Operations; Broad Form contractual liability; Personal Injury (with employment and contractual exclusions deleted); Broad Form Property Damage; Independent Contractors; and Separation of Insureds clause.
- Comprehensive Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage, including all owned, hired, and non-owned vehicles.
- Professional Liability (Errors & Omissions): \$500,000 per claim, if design services are included in the proposal. The selected contractor shall maintain this coverage for a minimum of two (2) years following project completion.

All policies shall be issued by insurers authorized to do business in the State of Florida with a minimum A.M. Best rating of A / VIII. The Wauchula Community Redevelopment Agency and the City of Wauchula shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Workers' Compensation and Professional Liability policies are excluded from the additional insured requirements.

2.3 Licenses and Permits

The selected vendor shall obtain and pay for all permits, licenses, and approvals required for the project, including but not limited to building, electrical, and right-of-way permits.

2.4 Compliance

The selected vendor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and safety standards, including but not limited to:

- National Electrical Code (NEC)
- Florida Building Code
- Americans with Disabilities Act (ADA), where applicable
- OSHA safety standards
- City of Wauchula right-of-way and construction standards

2.5 Conflict of Interest and Non-Collusion

This RFP and awarded contract(s) are subject to Chapter 112, Florida Statutes. All Proposers must disclose with their qualifications the name of any officer, director, or agent who is also an employee of the CRA or the City of Wauchula. Further, all Respondents must disclose the name of any CRA or City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. Each proposer shall complete and submit the Conflict of Interest Disclosure and Non-Collusion Affidavit included as Exhibit C to this RFP. By submitting a proposal, the proposer certifies that:

- No officer, employee, or agent of the CRA has a financial interest in the proposing firm, and no such person has solicited or accepted any gift, gratuity, or payment in connection with this procurement
- The proposal has been prepared independently and without collusion, consultation, communication, or agreement with any other proposer or potential proposer
- The prices submitted have not been and will not be disclosed to any other proposer prior to the submission deadline

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements

- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications

- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

SECTION IV — WARRANTY AND ONGOING SUPPORT

4.1 Equipment Warranty

All equipment provided under this contract shall carry the manufacturer's standard warranty. At minimum, proposers shall provide:

- Speaker enclosures and drivers: minimum three (3) years manufacturer's warranty against defects in materials and workmanship
- Amplifiers, DSP, and signal processing equipment: minimum three (3) years manufacturer's warranty
- Mounting hardware and brackets: minimum five (5) years against corrosion failure under Florida outdoor conditions

Proposers shall clearly identify in their proposal any equipment whose manufacturer's warranty falls below these minimums and shall propose extended coverage or substitutions to meet these thresholds.

4.2 Installation Labor Warranty

The contractor shall provide a minimum one (1)-year warranty on all installation labor and workmanship. During the warranty period, the contractor shall correct, at no cost to the CRA, any defects resulting from improper installation, incorrect wiring, faulty configuration, or contractor error.

4.3 Post-Installation Support

Proposers shall describe in their proposal the technical support services they are able to offer following project completion, including:

- Response time commitment for warranty service calls
- Availability of ongoing maintenance contracts (optional pricing may be provided)
- Remote diagnostic capabilities, if applicable
- Local technician availability within the State of Florida

The CRA may negotiate a separate ongoing maintenance and support agreement with the selected contractor following project acceptance. Optional annual maintenance pricing is encouraged but not required as part of this proposal.

SECTION V — PROPOSAL REQUIREMENTS AND FORMAT

To ensure uniform review, all proposals must follow the format described in this section. Proposals that do not include the required elements may be deemed non-responsive and disqualified from further consideration.

5.1 Number of Copies

Proposers shall submit one (1) original and three (2) printed copies of the complete proposal. All copies shall be enclosed in a single sealed package.

5.2 Required Proposal Sections

Each proposal shall be organized in the following order with tabbed dividers:

Tab 1 — Cover Letter

A signed cover letter on company letterhead identifying the firm, its primary contact, and a statement of the firm's interest in and qualifications for this project. The cover letter shall be signed by a principal or officer authorized to bind the firm contractually.

Tab 2 — Firm Qualifications

A description of the firm's background, years in business, and relevant experience. Include:

- A list of at least three (3) comparable outdoor sound system projects completed within the past five (5) years, including project name, owner/client, location, project value, and a contact reference for each
- Resumes of key personnel who will be assigned to this project, including the lead designer and project manager
- Proof of valid Florida contractor's license(s) applicable to this work

Tab 3 — Technical Approach and System Design

A detailed narrative describing the proposer's technical approach, including:

- Proposed system design concept and zone layout
- Equipment proposed (manufacturers and model numbers), with specifications and cut sheets
- Acoustic coverage methodology
- Wiring/wireless strategy
- Control system description and user interface
- Surge and weather protection approach
- Plan for minimizing visual impact in the historic district
- Future expandability provisions

Tab 4 — Project Schedule

A proposed project schedule showing key milestones from contract execution through final system acceptance, demonstrating the ability to complete the project by September 14, 2026.

Tab 5 — Cost Proposal

A detailed cost proposal including:

- Base Proposal: itemized costs for design, equipment (listed by item), installation labor, permitting, testing, training, and documentation for the existing three-block coverage area and Heritage Park
- Alternate Proposal: separate itemized pricing for expansion to three (3) additional blocks of Main Street
- Optional Annual Maintenance Contract pricing (if offered)

All prices shall be firm and inclusive of all taxes, fees, and charges. No cost escalation will be accepted after proposal submission.

Tab 6 — Warranty Statement

A written statement identifying the specific warranty terms offered for all equipment and installation labor, clearly indicating how those warranties meet or exceed the minimums specified in Section IV.

Tab 7 — Required Forms

Completed and signed copies of all required forms as listed in Section VII, including:

- Conflict of Interest Disclosure and Non-Collusion Affidavit (Exhibit C)
- Vendor References Form (Exhibit D)
- Certificate(s) of Insurance (or commitment letter from insurer)

SECTION VI — EVALUATION CRITERIA AND AWARD

The CRA will evaluate all responsive, responsible proposals using the weighted scoring criteria below. The award will be made to the proposer whose proposal represents the best overall value to the CRA, which may not be the lowest-cost proposal.

6.1 Scoring Matrix

Evaluation Criterion	Maximum Points
1. Vendor Qualifications and Experience	25
– Relevant project experience (comparable outdoor municipal/commercial systems)	
– Staff qualifications and availability	
– Florida licensure and compliance standing	
2. Technical Approach and System Design	30
– Quality and completeness of proposed system design	
– Equipment specifications and suitability for Florida conditions	
– Zoning flexibility and expandability provisions	
– Acoustic coverage methodology	
3. Project Schedule and Ability to Complete by September 14, 2026	15
4. Cost Proposal (Base Bid)	20
– Evaluated for overall value, not lowest price alone	
5. Warranty and Post-Installation Support	10
TOTAL	100

6.2 Evaluation Process

Proposals will be reviewed in the following sequence:

- Step 1 — Responsiveness Review: Proposals that are incomplete, late, or fail to meet minimum requirements will be deemed non-responsive and will not be evaluated.
- Step 2 — Qualifications Review: Proposals will be reviewed to confirm that the proposer meets all minimum qualifications set forth in Section II.
- Step 3 — Scored Evaluation: A review committee composed of CRA staff and/or designated evaluators will independently score each qualifying proposal using the criteria above.
- Step 4 — Interviews (Optional): The CRA may invite one or more top-ranked proposers to participate in an oral presentation or interview at its discretion. Interview scores, if conducted, will be incorporated into the final ranking.
- Step 5 — Award Recommendation: The CRA will present an award recommendation to the CRA Board for approval.

6.3 Negotiations

The CRA reserves the right to negotiate the scope, price, and terms of a contract with the highest-ranked proposer prior to award. If negotiations are unsuccessful, the CRA may negotiate with the next-highest-ranked proposer.

6.4 Right to Reject

The CRA reserves the right to reject any or all proposals, to waive minor irregularities, to re-solicit proposals, or to abandon the procurement entirely if deemed to be in the public interest.

SECTION VII — GENERAL CONDITIONS AND LEGAL REQUIREMENTS

7.1 Unauthorized Communications

After the issuance of this RFP, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any member of the CRA Board or any employee of the City of Wauchula, other than the CRA Director in writing as specified in Section 1.1. This prohibition begins upon issuance of this RFP and ends upon execution of the final contract. Unauthorized communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award and/or any future CRA solicitation.

7.2 Contract Form and Negotiations

The selected proposer will be required to execute a written agreement with the Wauchula Community Redevelopment Agency. No contract or agreement is binding until it is reviewed and accepted by the CRA Board and executed by all parties. Contractor purchase orders are not binding on the CRA.

The CRA reserves the right to negotiate for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the services needed. If the parties are unable to agree on a revised contract, the CRA may seek new proposals and, upon a minimum of ten (10) calendar days written notice, may terminate the unexpired portion of the contract. The CRA shall not be liable for any cost beyond the contract price during the period in which service was actually provided.

If the selected vendor fails to execute an agreement with the CRA within a reasonable time from the award of this RFP, the CRA may cancel the award and negotiate with the next highest-ranked vendor.

7.3 Payment Terms

Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. The CRA anticipates a milestone-based payment schedule to be negotiated prior to contract execution. A suggested schedule is as follows:

- 25% upon execution of contract and CRA approval of system design
- 50% upon delivery and installation of all equipment on-site 
- 25% upon final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

7.4 Performance and Payment Bonds

For contracts exceeding \$200,000, the selected contractor may be required to provide a Performance Bond and a Payment Bond, each equal to 100% of the contract value, executed by a surety company licensed to do business in the State of Florida. The CRA will advise the selected contractor of this requirement prior to contract execution.

7.5 Liquidated Damages

Time is of the essence. If the project has not reached Substantial Completion by September 14, 2026, the contractor may be assessed liquidated damages in the amount of \$500 per calendar day for each

day the project remains incomplete beyond that date, which the parties agree represents a fair and reasonable estimate of damages the CRA would suffer from delay.

7.6 Indemnification

To the fullest extent permitted by law, the selected contractor shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City of Wauchula, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, and costs (including attorney's fees through negotiation, litigation, and all appeals) arising out of or resulting from, or claimed to have resulted in whole or in part from:

- The failure of the contractor to comply with applicable laws, rules, or regulations;
- Any actual or alleged act or omission of the contractor, or breach by the contractor of its obligations under the contract;
- Any claim for trademark, patent, or copyright infringement arising out of the contractor's performance;
- The negligent acts, errors or omissions, or intentional or willful misconduct of the contractor, its subcontractors, agents, employees, or invitees; or
- Liens, claims, or actions made by the contractor or any subcontractor or other party performing the work.

The contractor shall not be obligated to defend or indemnify the CRA or the City with respect to claims or damages arising solely out of the CRA's or City's own negligence.

7.7 Subcontracting

The selected contractor shall not subcontract a material portion of the work without prior written approval from the CRA. Any approved subcontractors shall be subject to the same licensing, insurance, and compliance requirements as the prime contractor, including E-Verify registration.

7.8 Governing Law and Venue

This RFP and any resulting agreement shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida, or the United States District Court, Middle District of Florida. The contractor shall comply with all applicable federal, state, and local laws and regulations.

7.9 Public Entity Crimes — Section 287.133(3)(a), Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the convicted vendor list following a conviction for a public entity crime. A person or affiliate on the convicted vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity in excess of the threshold amount in Section 287.017, Florida Statutes, Category Two, for a period of 36 months from the date of placement on the list.

7.10 Discrimination — Section 287.134, Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the discriminatory vendor list. An entity on the discriminatory vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity.

7.11 Scrutinized Companies — Section 287.135, Florida Statutes

The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel. The proposer shall immediately notify the CRA if its certification changes at any point during the proposal process or term of any contract. The CRA may terminate any contract if the proposer is found to have submitted a false certification or is subsequently placed on any such list.

7.12 E-Verify

Pursuant to Florida law effective January 1, 2021, the selected contractor and all approved subcontractors shall be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees assigned to this project. Proof of E-Verify registration shall be provided to the CRA prior to commencement of work.



7.13 Development Costs

Neither the CRA nor its representatives shall be liable for any expenses incurred by proposers in connection with the preparation of a response to this RFP. Proposers should prepare their

proposals simply and economically, providing a straightforward and concise description of their qualifications and approach.

7.14 Limitations

This RFP does not commit the CRA to award a contract. The CRA reserves the right to: (1) accept or reject any proposals in part or in whole; (2) request additional information from any proposer; (3) limit and determine the actual scope of services to be included in any contract; (4) obtain information for use in evaluating submittals from any source; and (5) reject all submittals and re-solicit or abandon the procurement.



EXHIBIT C — REQUIRED FORMS

Non-Collusion Affidavit and Conflict of Interest Disclosure

State of Florida

County of _____

The undersigned, being duly sworn, deposes and says:

1. I am the _____ (title) of _____ (firm name), the proposer submitting this proposal.

2. I have full authority to execute this affidavit on behalf of the proposer.

3. The attached proposal has been arrived at by the proposer independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other proposer of the same goods or services designed to limit independent bidding or competition.

4. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer prior to the official opening of the proposals.

5. No officer, employee, or agent of the Wauchula Community Redevelopment Agency or the City of Wauchula has a financial interest in the proposing firm or has received any gift, gratuity, favor, or payment in connection with the preparation or submission of this proposal.

6. I am not aware of any conflict of interest that would prevent the proposing firm from performing the services described in this RFP. If any potential conflict of interest exists, it is described below:

Description of potential conflict (if none, write 'None'):

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Phone: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____ Commission Expires: _____

(Notary Seal)

Vendor References Form (Exhibit D)

Provide the following information for a minimum of three (3) comparable outdoor sound system projects completed within the past five (5) years. The CRA reserves the right to contact references.

Reference #1

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #2

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #3

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

EXHIBIT E — RFP RESPONSE FORM

RFP — Design and Installation of a Permanent Outdoor Sound System

Wauchula Community Redevelopment Agency | Historic Downtown Wauchula, Florida

By signing below, I certify on behalf of myself and the firm I represent that:

(A) I have read and fully understand the specifications, conditions, and instructions contained in this Request for Proposals and the following addenda:

Addendum #	Addendum Date	Acknowledged (initials)

(B) I am authorized to execute this form and to bind my firm contractually.

(C) The statements set forth in this proposal as to debarment and suspension, public entity crimes (Section 287.133), discrimination (Section 287.134), and scrutinized companies (Section 287.135) are true and correct.

(D) I understand that the CRA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the CRA. By submitting this proposal, I expressly waive any claim to damages of any kind in the event the CRA exercises this right.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Florida Contractor License #: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Base Proposal Total (lump sum): \$ _____

Alternate Proposal — 3-Block Expansion (lump sum): \$ _____

Optional Annual Maintenance Contract (if offered): \$ _____ per year

EXHIBIT B

SCOPE OF SERVICES (from bid packet)

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements
- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available

replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications
- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street

beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

EXHIBIT C

Cost Proposal

Base Proposal

Description	Amount
System Design & Engineering	\$1,900
Equipment (AtlasIED System Components)	\$34,500
Installation Labor	\$20,500
Speaker Mounting Hardware & Misc. Materials	\$2,500
Cabling, Connectors & Consumables	\$2,750
Equipment Rack Assembly & DSP Programming	\$2,000
Testing & Commissioning	\$1,100
Owner Training & Documentation	\$800
Permit / Project Administration	\$1,500
Base Proposal Total	\$67,550.00

Alternate Proposal

Description	Amount
Directional Boring & Underground Conduit	\$32,500
Direct-Burial Speaker Cable & Materials	\$3,500
Additional Loudspeakers & Mounting Hardware	\$10,500
Installation Labor	\$9,500
Testing & Commissioning	\$2,000
Documentation & Programming	\$1,000
Alternate Proposal Total	\$59,000.00

Optional Annual Maintenance Cost

Service	Annual Cost
Annual System Inspection	
DSP Backup Verification	
Firmware Updates	
Audio Performance Verification	
Priority Technical Support	
Minor System Adjustments	
Annual Maintenance	\$1,495.00 / year