



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
February 6, 2024
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**

A. Susan C. Dauderis - Certified Municipal Clerk Designation

A. Minutes from City Commission meeting - January 23, 2024

7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2024-11:** A RESOLUTION ACCEPTING A BID FROM CLEARWATER SOLUTIONS, LLC FOR CONSTRUCTION SERVICES REGARDING THE WATER MAIN REPLACEMENT, NORTH PENINSULA-PHASE 4 PROJECT, UNDER BID NO. 2024-12; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE

DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- B. **RESOLUTION NO. 2024-12:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING PHASE 4 OF THE NORTH PENINSULA WATER MAIN REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- C. **RESOLUTION NO. 2024-13:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. FOR ENGINEERING DESIGN SERVICES REGARDING THE WATER TREATMENT PLANT AERATOR REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- D. **RESOLUTION NO. 2024-14:** A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE INSTALLATION OF THREE POTABLE WATER TRANSMISSION MAIN VALVES; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- E. **RESOLUTION NO. 2024-15:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD EXPLORER, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEL31.0; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

- F. **RESOLUTION NO. 2024-16:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO FORD F150 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEL31.0; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

- G. **RESOLUTION NO. 2024-17:** A RESOLUTION ACCEPTING A PROPOSAL FROM BARNES, FERLAND, AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES REGARDING ADDITIONAL WORK ASSOCIATED WITH THE PREPARATION OF A CONSUMPTIVE USE PERMIT MODIFICATION AND RENEWAL; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

- H. **RESOLUTION NO. 2024-18:** A RESOLUTION ACCEPTING THE PROPOSAL OF BORED ROOM, LLC D/B/A GRIND GASTROPUB & KONA TIKI BAR FOR THE PROVISION OF CONCESSIONAIRE SERVICES AT THE PERFORMING ARTS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*

- I. **Summary of Administrative Variances Granted**

Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2024.

- J. **RFP - Downtown Public Art Plan**

Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2023.

- K. **Construction & Demolition Franchise Renewal for Creech Enterprises Inc.**

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2024.

- L. **Auto Renew - Radio Control Club**

Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2024.

- M. **Auto Renew - Contracts for Miscellaneous Crafts & Trades Services (As Needed)**

Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2024.

- N. **Auto Renew - Ormond Beach Historical Society, Inc.**

Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*

Disposition: Approve as recommended in the City Manager staff report dated February 6, 2024.

8. **REPORTS, SUGGESTIONS, REQUESTS**

9. **ADJOURNMENT**

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

January 23, 2024	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. HOMe for the HOLIDAYS Parade Award Winners
 - B. Human Trafficking Awareness Month
 - C. National Law Enforcement Appreciation Day
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - December 19, 2023
- 7. CONSENT AGENDA**

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

 - A. **RESOLUTION NO. 2024-01:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
 - B. **RESOLUTION NO. 2024-02:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2023-2024 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315
 - C. **RESOLUTION NO. 2024-03:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE OAK, MAGNOLIA AND BONITA SEPTIC TO SEWER CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292
 - D. **RESOLUTION NO. 2024-04:** A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND

SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- E. **RESOLUTION NO. 2024-05:** A RESOLUTION ACCEPTING A BID FROM B & B OUTDOOR, LLC FOR CONSTRUCTION SERVICES REGARDING THE AMSDEN ROAD DRAINAGE ABANDONMENT PROJECT, UNDER BID NO. 2024-08; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

- F. **RESOLUTION NO. 2024-06:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF ROBERT PEARSON; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Randy Hayes, City Attorney, (386) 676-3217

- G. **RESOLUTION NO. 2024-07:** A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2024 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340

- H. **RESOLUTION NO. 2024-08:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR FISCAL YEARS 2020-2021, 2021-2022, AND 2022-2023, BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Loretta Moisio, Grants Coordinator, (386) 676-3315

- I. **RESOLUTION NO. 2024-09:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Jesse Godfrey, Police Chief, (386) 676-3500

- J. **Intent to Bid - 2024 Roadway Resurfacing**

Staff Contact: Alex Schumann, City Engineer, (386) 676-3302

Disposition: Approve as recommended in the City Manager staff report dated January 23, 2024.

- K. **Auto Renewal - Neptune Meters**

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

Disposition: Approve as recommended in the City Manager staff report dated January 23, 2024.

- L. **Auto Renewal- Cross Connection Control Program Management Contract**

Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

Disposition: Approve as recommended in the City Manager memorandum dated January 23, 2024.

- M. **Construction & Demolition Franchise Renewal for GEL Recycling LLC**

Staff Contact: Kevin Gray, Deputy Public Works Director,
(386) 676-3325
Disposition: Approve as recommended in the City
Manager staff report dated January 23, 2024.

N. City Manager's Monthly Report, January 2024

Staff Contact: Joyce Shanahan, City Manager, (386) 676-
3200
Disposition: Accept as information as recommended in
the City Manager's staff report dated January
23, 2024.

8. RESOLUTIONS

**A. RESOLUTION NO. 2024-10: A RESOLUTION APPROVING AND
AUTHORIZING THE REMOVAL OF AN HISTORIC TREE LOCATED
AT 517 N. BEACH STREET; AND SETTING FORTH AN
EFFECTIVE DATE.**

Staff Contact: Cara Culliver, Landscape Architect, (386)
676-3288

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – HOMe for the HOLIDAYS Parade Award Winners

Mr. Brian Daly, HOMe for the HOLIDAYS Parade Chairman, thanked the sponsors, parade judges, parade board members, city staff and the Ormond Beach Police Department. He announced the winners of the Walkers Division: Encore Baton and Dance, Nautipets, and Coastal Florida Police and Fire Pipes and Drums; winners of the Vehicles Division: Salty Church, East Coast Ornamental Welding, and Daytona Beach Jeep Club; and winners of the Floats Division: The Beach Bucket, Realty Pros Assured, and Ormond Beach Elementary School. He awarded Best of Show to Iron Horse Saloon/United Rentals/Hot Action Sportswear.

Ms. Becky Parker, Executive Director of Ormond Beach MainStreet, presented the Ormond Beach MainStreet Ryke Hundredmark President Cup to Abaco Windows.

Item #4B – Human Trafficking Awareness Month

Mayor Partington presented Ormond Beach Police Department Victim Advocate Ms. Evelyn Rebstini with a proclamation declaring January 2024 as Human Trafficking Awareness Month, and urged all to take efforts in ending human trafficking. He noted the city was thankful for a police department that was committed to eradicating human trafficking.

Ms. Evelyn Rebstini, Victim Advocate, discussed future training for citizens and thanked the Commission for their support.

Ms. Aletha Baxter, Devereux Foster Parent, shared a story of human trafficking and thanked the Commission for their support.

Item #4C – National Law Enforcement Appreciation Day

Mayor Partington presented the Ormond Beach Police Department with a proclamation in support of National Law Enforcement Appreciation Day. He proclaimed January 9, 2024 as Law Enforcement Appreciation Day and encouraged residents to show their appreciation.

Item #5 – Audience Remarks

Ms. Vickie Van Schoick, 59 Chippingwood Lane, expressed concerns regarding a dangerous dog in her neighborhood and provided personal examples. She requested assistance from the city to help resolve the issues with the dangerous dog.

Mr. Tom Fitzgibbon, 51 South Saint Andrews Drive, thanked the Commission for their work regarding Tomoka Reserve. He expressed concerns regarding the speed of traffic on South Saint Andrews Drive and requested the city consider adding speed tables to the street.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, reviewed her concerns regarding the proposed Tomoka Reserve development and requested the city review all provided documentation and ask questions.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the December 19, 2023, meeting had been sent to the Commission for review and posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the December 19, 2023, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the consent agenda.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Sargent, Commissioner Persis, Commissioner Tolland, and Commissioner Briley discussed Item 7F regarding the Settlement of Workers’ Compensation Claim – R. Pearson. They thanked Officer Robert Pearson for his service in the military and for his time with the city.

Commissioner Persis expressed support of Item 7G, Support of the Florida League of Cities 2024 Legislative Platform.

Item #8 - Resolutions

Item #8A – Historic Tree Removal - 517 North Beach Street

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-10
A RESOLUTION APPROVING AND AUTHORIZING THE REMOVAL OF
AN HISTORIC TREE LOCATED AT 517 N. BEACH STREET; AND
SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-10, as read by title only.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #9 – Reports, Suggestions, Requests

Appreciation, Events and Announcements

Ms. Joyce Shanahan, City Manager, stated due to the weather on January 9, 2024, the City Commission meeting was cancelled. She explained staff wanted to recognize and congratulate City Clerk Susan Dauderis on her Certified Municipal Clerk designation at that meeting, noting there would be a pinning ceremony at an upcoming City Commission meeting. She introduced Public Information Officer for Public Safety Pauline Dulang. She reviewed upcoming events.

Ms. Claire Whitley, Assistant City Manager, congratulated Ms. Dauderis on her designation.

Commissioner Briley encouraged residents to reach out to their legislators to discuss their opposition to the Belvedere Fuel Farm.

Commissioner Tolland congratulated Ms. Dauderis on her certification and to Ormond Beach Police Officer Jeremy Cline and Mr. Avery Randolph for receiving Ormond Beach Officer and Civilian of the Year awards. She discussed the events she attended and thanked Leisure Services for their work on events through the holiday season. She reviewed upcoming Ormond Beach MainStreet events and other events she would attend. She announced she would be filing the paperwork to run for re-election.

Commissioner Persis discussed events she attended and congratulated Officer Cline and Mr. Randolph.

Mayor Partington reviewed upcoming events, events he attended, provided updates from those meetings, and congratulated Ms. Dauderis on her certification.

Requests

Commissioner Briley, Commissioner Sargent and Mayor Partington discussed issues with the homeless population.

Commissioner Briley requested staff look into a panhandling ordinance; whereby, Mr. Randy Hayes, City Attorney, stated staff always keeps watch with what other jurisdictions do with their panhandling ordinances.

Commissioner Tolland inquired about an update regarding Cassen Park; whereby, Mr. Shawn Finley, Public Works Director, explained staff received the 60% plans and once staff reviewed they would bring an update to the Commission. He discussed the next steps of the project. She requested a workshop regarding the Ormond Beach Scenic Loop and Trail entrance marker; whereby, the entire Commission agreed.

Commissioner Sargent discussed Item 8A and inquired if similar items could be handled administratively; whereby, Mayor Partington explained he believed it was in the city's code to handle historic trees that way due to the Tree City designation. Commissioner Sargent expressed concerns regarding mulch in the city's medians. He requested staff look into the fence around the Riverbend Golf Course area for potential additional parking; whereby, Ms. Shanahan stated staff would look into. He stated it would be beneficial to have a program in place to identify vacant property owners to discuss trespassing options to help alleviate the homeless issues.

Item #10 – Adjournment

The meeting was adjourned at 8:08 p.m.

APPROVED: February 6, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-11
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award – 2-inch Water Main Replacement North Peninsula Phase 4		
Summary:	This is a request by staff to award a bid for the construction of the 2-inch Water Main Replacement North Peninsula Phase 4, Bid Number 2024-12, to Clearwater Solutions, LLC. This request is related to a scheduled capital improvement project which involves replacement of 2-inch water mains in service throughout the City and in the potable water service territory on the north peninsula, specifically in areas experiencing frequent maintenance repairs, low pressure, or other concerns. The mains identified for replacement are mostly galvanized steel pipes having met/exceeded service life. In locations where existing 2-inch water mains are connected to other larger water mains as part of a system loop or locations where fire hydrants will be installed, those 2-inch mains will be replaced with 8-inch mains to meet the current standards of the City's Land Development Code. On dead end streets, replacement mains smaller than 8-inch may be used to ensure potable water cycles regularly by customer usage. Replacement involves approximately 12,000 feet of water mains. During this project, water services and meters on these streets will be replaced. Plans and specifications utilized for the advertisement of this project, prepared by McKim & Creed, Inc. were presented to the City Commission on October 4, 2023. On November 15, 2023, bids for the project were received and opened. Five companies submitted bids for construction; the bids ranged from \$4,494,200 to \$2,506,941.33. The low bidder was Clearwater Solutions, LLC, however, which upon calculation corrections decreased their bid total to \$2,503,477.50. Therefore, Clearwater Solutions, LLC with a corrected total base bid amount of \$2,503,477.50 is the lowest, responsible and responsive bidder, and is recommended for bid award.		

	2-INCH WATER MAIN REPLACEMENT NORTH PENINSULA PHASE 4 STREET LIST		
	STREET	FROM	TO
	Carol Road	John Anderson Drive	SR-AIA
	Margeret Road	John Anderson Drive	SR-AIA
	Azalea Drive	Westerly Drive	Easterly Drive
	Palm Drive	Westerly Drive	Easterly Drive
	Palmetto Drive	Westerly Drive	Easterly Drive
	Poinsettia Drive	Westerly Drive	Easterly Drive
	Beechwood Drive	Westerly Drive	Easterly Drive
	Silk Oaks Drive	Sunset Boulevard	SR-AIA
	Spanish Waters Drive	Cul-De-Sac	100 feet to the East
	Evergreen Circle	Cul-De-Sac	Imperial Heights Drive
	Monterey Circle	Cul-De-Sac	Imperial Heights Drive
	Friendly Circle	Cul-De-Sac	Imperial Heights Drive
	Baytree Circle	Cul-De-Sac	Imperial Heights Drive
	Bimini Circle	Cul-De-Sac	Surfside Drive
	Nassau Circle	Cul-De-Sac	Surfside Drive
	Bahama Circle	Cul-De-Sac	Surfside Drive
	San Juan Circle	Cul-De-Sac	Surfside Drive
	Jamaica Circle	Cul-De-Sac	Surfside Drive
	Dunes Circle	Cul-De-Sac	Sunny Beach Drive
	Ocean Circle	Cul-De-Sac	Sunny Beach Drive
Financial Impact:	Funds of \$2,600,000 for this project are included in the Fiscal Year 2023-24 budget, Fund 409 - Water and Wastewater Renewal and Replacement (Capital).		
Citizen Impact:	The replacement of undersized and aging water mains ensures the City can continue to deliver water to residents and utility customers, meeting		

	water quality and pressure standards, and minimizing disruptions in service. The design of this project includes the addition of fire hydrants to provide fire protection, as provided for in the City's Land Development Code.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the bid for the 2-inch Water Main Replacement North Peninsula Phase 4 project, Bid Number 2024-12, to Clearwater Solutions, LLC at the corrected Total Base Bid amount of \$2,503,477.50.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. 24-11 WtrMain Replace-Clearwater Solutions (P24-0248G) 2. 2-inch Watermain Replacement - Street List 3. Bid - Clearwater Solutions LLC 4. Correction of Calculation Errors in Bid Proposal 5. signed tabulation 6. Bid 2024-12 M&C Letter of Recommendation	
Approval:	Kelly McGuire, Finance Director 1/26/2024 Claire Whitley, Assistant City Manager 1/29/2024 Joyce Shanahan, City Manager 1/31/2024	

RESOLUTION NO. 2024-11

A RESOLUTION ACCEPTING A BID FROM CLEARWATER SOLUTIONS, LLC FOR CONSTRUCTION SERVICES REGARDING THE WATER MAIN REPLACEMENT, NORTH PENINSULA-PHASE 4 PROJECT, UNDER BID NO. 2024-12; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-12) regarding construction services for Phase 4 of the North Peninsula water main replacement project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by Clearwater Solutions, LLC with a bid in the amount of \$2,506,941.33 contained several calculation errors which when corrected decreased the bid to \$2,503,477.50 and is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water and Wastewater Renewal and Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The bid submitted by Clearwater Solutions, LLC to perform the Project at a total cost not to exceed \$2,503,477.50 is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Clearwater Solutions, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Clearwater Solutions, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach

PHASE 4, 2-INCH WATERMAIN REPLACEMENT LIST

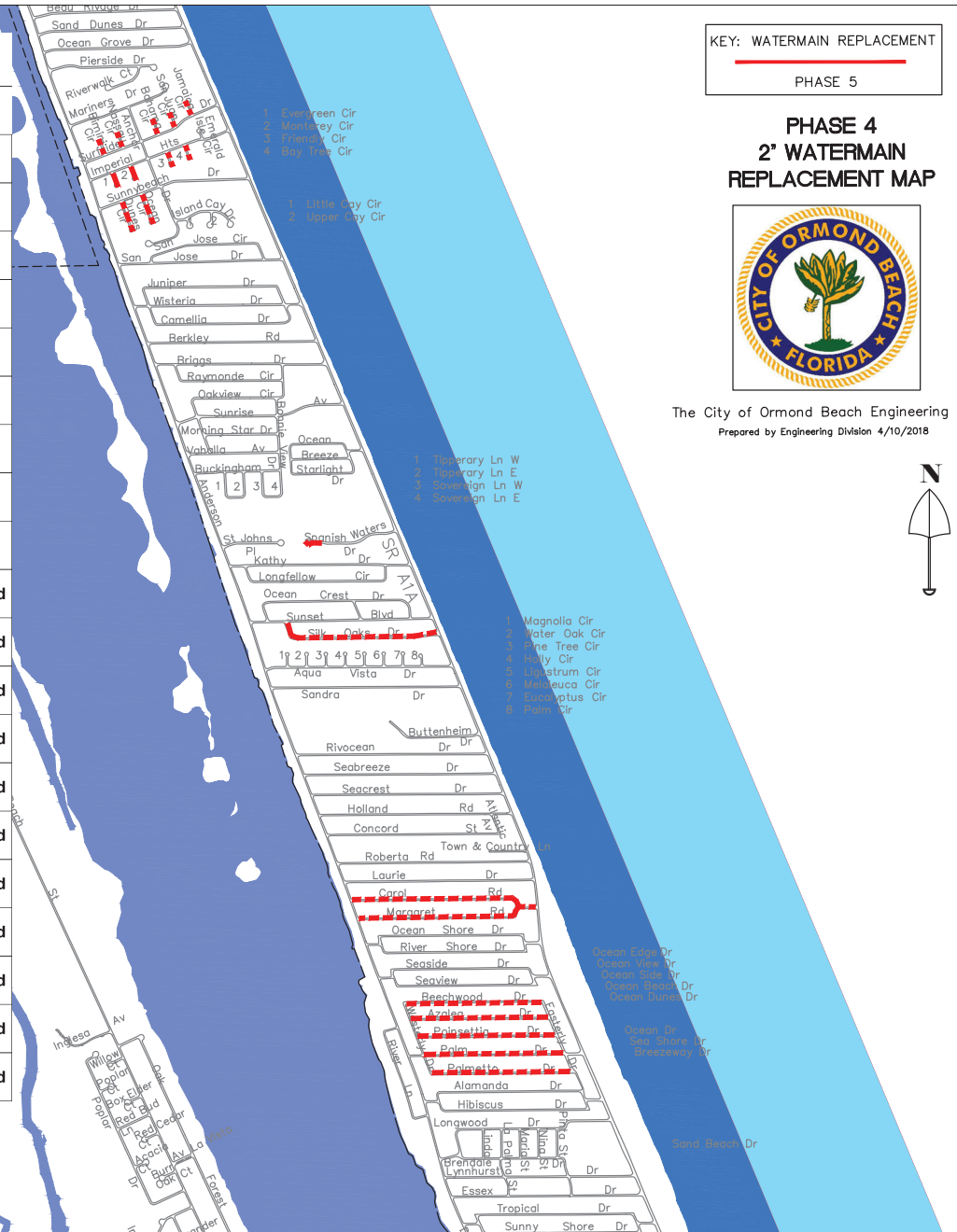
Street	From	To	Length (ft)	Services	Notes
Carol Rd	John Anderson Dr	SR-A1A	4435	73	Looped
Margaret Rd	John Anderson Dr	SR-A1A	4320	83	Looped
Azalea Dr	Westerly Dr	Easterly	3700	57	Looped
Palm Dr	Westerly Dr	Easterly	4065	57	Looped
Palmetto Dr	Westerly Dr	Easterly	3825	59	Looped
Poinsettia Dr	Westerly Dr	Easterly	3850	57	Looped
Beechwood Dr	Westerly Dr	Easterly	3680	57	Looped
Silk Oaks Dr	Sunset Blvd	SR-A1A	2150	41	Looped
Spanish Waters Dr	Cul-De-Sac	100' to the East	408	10	Looped
Evergreen Cir	Cul-De-Sac	Imperial Heights Dr	275	6	Unlooped
Monterey Cir	Cul-De-Sac	Imperial Heights Dr	280	4	Unlooped
Friendly Cir	Cul-De-Sac	Imperial Heights Dr	275	5	Unlooped
Baytree Cir	Cul-De-Sac	Imperial Heights Dr	275	4	Unlooped
Bimini Cir	Cul-De-Sac	Surfside Dr	300	4	Unlooped
Nassau Cir	Cul-De-Sac	Surfside Dr	300	5	Unlooped
Bahama Cir	Cul-De-Sac	Surfside Dr	310	6	Unlooped
San Jaun Cir	Cul-De-Sac	Surfside Dr	300	3	Unlooped
Jamaica Cir	Cul-De-Sac	Surfside Dr	285	2	Unlooped
Dunes Cir	Cul-De-Sac	Sunny Beach Dr	480	9	Unlooped
Ocean Cir	Cul-De-Sac	Sunny Beach Dr	480	8	Unlooped

KEY: WATERMAIN REPLACEMENT
PHASE 5

PHASE 4
2' WATERMAIN
REPLACEMENT MAP



The City of Ormond Beach Engineering Div.
Prepared by Engineering Division 4/10/2018



**SECTION 00300
BID**

CONTRACTORS NAME Cain Enterprises dba Clearwater Solutions, LLC LICENSE NO. CBC045628

PROJECT IDENTIFICATION: **WATER MAIN REPLACEMENT
NORTH PENINSULA - PHASE 4**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-12

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

Revised 12/18/20

BID

**00300-1
ISSUED FOR BID**

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Mobilization / Demobilization (Maximum of 5% of Bid)	1	LS	\$119,383.92	\$119,383.92
2	Survey and Layout	1	LS	\$ 32,340.00	\$ 32,340.00
3	Remove Existing 2-inch Valve Box	32	EA	\$ 386.00	\$ 12,352.00
4	Remove Existing Blow-Off Assembly	12	EA	\$ 622.50	\$ 7,740.00
5	Abandon and Cap Existing 2-inch GSP Water Main	30,000	LF	\$.36	\$ 10,800.00
6	Furnish & Install Blow-Off Assembly	12	EA	\$ 3,102.42	\$ 37,229.05
7	Furnish & Install Water Mains with Restrained Joints (Open Cut)				
	a. 8-inch PVC	865	LF	\$ 56.10	\$ 48,526.50
	b. 6-Inch PVC	195	LF	\$ 42.84	\$ 8,353.80
	c. 2-inch HDPE	900	LF	\$ 18.90	\$ 17,010.00

Revised 12/18/20

BID

00300-2
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
8	Furnish & Install Water Mains with Non-Restrained Joints (Open Cut)				
	a. 8-inch PVC	620	LF	\$ 50.63	\$ 31,390.60
	b. 6-inch PVC	350	LF	\$ 51.75	\$ 18,112.50
9	Furnish & Install HDPE Water Main by Horizontal Directional Drill				
	a. 8-inch	8,100	LF	\$ 73.18	\$592,728.00
	b. 2-inch	2,575	LF	\$ 18.65	\$ 48,023.75
10	Furnish & Install Short Side Water Service Pipe	305	EA	\$ 651.23	\$198,625.15
11	Furnish & Install Long Side Water Service Pipe	270	EA	\$ 1,596.36	\$431,017.20
12	Furnish & Install Compact Ductile Iron Fittings	0.84	TON	\$ 21,312.65	\$ 21,312.65
13	Furnish & Install Valves and Valve Boxes				
	a. 8-inch Gate	6	EA	\$ 4,034.66	\$ 24,261.96
	b. 6-inch Gate	3	EA	\$ 2,785.46	\$ 8,356.38
14	Furnish & Install Fire Hydrant Assemblies	11	EA	\$ 8,324.59	\$ 91,570.49
15	Remove Existing Fire Hydrant & Replace with New Hydrant	15	EA	\$ 5,666.08	\$ 84,991.20
16	Cut-Ins and Connections to Existing Mains				
	a. 8-inch Cut-In for Valves	7	EA	\$ 3,753.88	\$ 26,277.16
	b. 8-inch Cut-In for Fire Hydrant Assembly	8	EA	\$ 3,084.78	\$ 24,678.24
	c. 8-inch x 8-inch Wet Tap	1	EA	\$ 7,775.63	\$ 7,775.63
	d. 8-inch Wet Connection	3	EA	\$ 2,245.00	\$ 6,735.00

Revised 12/18/20

BID

00300-3
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
16	Cut-Ins and Connections to Existing Mains (CONT'D)				
	e. 8-inch x 2-inch Wet Tap	4	EA	\$ 3,590.14	\$ 14,360.56
	f. 6-inch x 6-inch Wet Tap	5	EA	\$ 5,052.71	\$ 25,263.55
	g. 6-inch Wet Connection	14	EA	\$ 935.89	\$ 13,102.46
	h. 6-inch Cut-In for Valves	5	EA	\$ 3,828.80	\$ 19,144.00
	i. 6-inch Cut-In for Fire Hydrant Assembly	12	EA	\$ 1,443.64	\$ 17,323.68
	j. 6-inch x 2-inch Wet Tap	5	EA	\$ 3,191.69	\$ 15,958.45
17	Connect to Existing Water Meters	493	EA	\$ 138.31	\$ 68,186.83
18	Relocate Existing Water Meters up to Five (5) Feet from Property Line	38	EA	\$ 518.51	\$ 19,703.38
19	Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line	72	EA	\$ 605.79	\$ 43,616.88
20	Furnish & Install Sample Station	5	EA	\$ 5,801.10	\$ 29,005.50
21	Pavement Removal and Replacement				
	a. Asphalt Road Patch	520	SY	\$ 38.67	\$ 20,108.40
	b. Concrete Driveway/Parking Apron	400	SY	\$ 129.55	\$ 51,80.00
	c. Gravel Driveway	110	SY	\$ 30.88	\$ 3,396.80
	d. Concrete Sidewalk	170	SY	\$ 82.24	\$ 13,980.80
	e. Concrete Curb and Gutter	230	LF	\$ 31.07	\$ 7,146.10
	f. Mill & Resurface	1,985	SY	\$ 26.46	\$ 52,523.10
22	Grout Fill Existing 6-inch Pipe	520	LF	\$ 35.96	\$ 18,699.20

Revised 12/18/20

BID

00300-4
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
23	Furnish & Install Thermoplastic Striping				
	a. Standard Double Yellow, Solid, 6-inch Wide	120	LF	\$ 24.50	\$ 2,940.00
	b. Standard White, Solid, 18-inch Wide	16	LF	\$ 179.16	\$ 2,866.56
24	Cleaning and Pigging of New Water Mains	1	LS	\$ 20,000.00	\$ 20,000.00
25	Bacteriological Clearance	1	LS	\$ 22,539.90	\$ 22,539.00
26	Erosion and Sedimentation Control	1	LS	\$ 8,204.20	\$ 8,204.20
27	Sod Restoration	6,000	SY	\$ 9.58	\$ 57,480.00
28	Surface Restoration	1	LS	\$ 13,470.00	\$ 13,470.00
29	Maintenance of Traffic	1	LS	\$ 7,350.00	\$ 7,350.00
30	Submit Certified "As-Built" Drawings	1	LS	\$ 29,400.00	\$ 29,400.00

TOTAL BASE BID (Item Nos. 1-30)

\$ 2,506,941.33

(Figures)

Two million, five hundred six thousand, nine hundred forty-one and thirty-three cents

(Words)

Revised 12/18/20

BID

00300-5
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **330** calendar days after the date when the Contract Time commences to run, and completed within **360** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIVE HUNDRED DOLLARS (\$500.00)** for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

Revised 12/18/20

BID

00300-6
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 3780 NE 40th Place
Street Address: Same
City, State, Zip Code: Ocala, FL 34479
Email: fred.lane@clearwatersol.com
Telephone No.: 352-390-6555 Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on November 15, 2023.

If BIDDER is:

An Individual

By 
(Individual's Name - Signature)

Fred Lane, Director of Client Relations (SEAL)
(Individual's Name - Typed or Printed)

doing business as: Cain Enterprises dba Clearwater Solutions

Business address: 3780 NE 40th Place
Ocala, FL 34479

Phone No.: 352-390-6555

Fax No.: _____

Revised 12/18/20

BID

00300-7
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

Revised 12/18/20

BID

00300-9
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Revised 12/18/20

BID

00300-10
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers, NOT THE SUPPLIERS, whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>SECTION</u>	<u>ITEM</u>	<u>MANUFACTURER</u>
02616	Ductile Iron Pipe/Fittings	STAR PIPE / SIGMA CO. / SIP
02620	HDPE Pipe	W-L PLASTICS / FLYING-W / ENDOT
02623	PVC Pipe	JM EAGLE / WESTLAKE/ SANDERSON
02640	Gate Valves	CLOW VALVE
02645	Fire Hydrants	M&H

Subcontractors:

Work Classification: Sod

Name: R & R Sod

Address: 4328 FL-4New Smyrna Beach, FL 32168

Phone Number: 386-547-5777 Fax Number: _____

Revised 12/18/20

BID

00300-11
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Asphalt/Paving

Name: CTS Paving

Address: 700 Bennett Rd #2154, Pierson, FL 32180

Phone Number: 386-749-1603 Fax Number: _____

Work Classification: HDD Boring

Name: Florida Cracker Underground

Address: 3726 CR 48, Okahumpka, FL 34762

Phone Number: 352-427-6654 Fax Number: _____

Work Classification: Surveying

Name: Cullum Land Surveying

Address: 5889 S Williamson Blvd., Port Orange, FL 32128

Phone Number: 386-761-7666 Fax Number: _____

Work Classification: Concrete

Name: Cemex

Address: 340 Corporate Way, Suite 100, Orange Park, FL 32073

Phone Number: 855-292-8453 Fax Number: _____

Work Classification: Thermoplastic Striping

Name: ABC Paving and Sealcoating

Address: 3416 Shader Rd #112, Orlando, FL 32808

Phone Number: 407-880-6222 Fax Number: _____

Revised 12/18/20

BID

00300-12
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Concrete Pumping

Name: C & C Concrete Pumping

Address: 12599 NE 107th Ave, Medley, FL 33178

Phone Number: 407-335-9350 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Revised 12/18/20

BID

00300-12-1
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

<u>ITEM</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1. Trench Excavation	<u>1 (One)</u>	L.F.	<u>\$1.00</u>	<u>\$1.00</u>
2. Sheeting/Shoring	<u>1 (One)</u>	S.F.	<u>\$1.00</u>	<u>\$1.00</u>


11/15/2023

Name (signature) Date

Fred Lane, LLC

Name (typed or printed)
Director of Client Relations

Title

Revised 12/18/20

BID

00300-13
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Fred Lane

Name (typed or printed)

Director of Client Relations

Title

11/30/2023

Date

Revised 12/18/20

BID

00300-14
ISSUED FOR BID

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ [X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ [X] The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Cain Enterprises, dba Clearwater Solutions, LLC
COMPANY NAME



AUTHORIZED SIGNATURE

Fred Lane
NAME (PRINT OR TYPE)

Director of Client Relations
TITLE

11/15/2023
DATE

Revised 12/18/20

BID

00300-15
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____ N/A _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

Revised 12/18/20

BID

00300-17
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

BID (Cont'd.)
WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated, as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Cain Enterprises, dba Clearwater Solutions, LLC
COMPANY NAME



AUTHORIZED SIGNATURE

Fred Lane
NAME (PRINT OR TYPE)

Director of Client Relations
TITLE

November 15, 2023
DATE

END OF BID

Revised 12/18/20

BID

00300-18
ISSUED FOR BID

2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Clearwater Solutions, LLC

3780 NE 40th Pl., Ocala, FL 34479

(hereinafter called *Principal*) and

Harco National Insurance Company

4200 Six Forks Road, Suite 1400 Raleigh, NC 27609

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of Illinois

Wake and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid

Dollars (\$ 5% of Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2" WATER MAIN REPLACEMENT NORTH PENINSULA - PHASE 4 (Bid No. 2024-12)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 15th day November, 2023.

Clearwater Solutions, LLC

(Principal)

By: _____

ATTEST:

Harco National Insurance Company

(Surety)


(SEAL)

By: _____


Stephanie L. Klearman, Attorney-In-Fact

END OF SECTION

BID BOND

00410-1
ISSUED FOR BID



January 8, 2024

George Lavatelli
Construction Engineer
The City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Subject: Correction of Calculation Errors in Bid Proposal

Dear George Lavatelli,

I hope this letter finds you well. We, Clearwater Solutions LLC dba Cain Enterprises, appreciate the opportunity to participate in the bidding process for Ormond Beach No. 2024-12. Upon careful review of our submitted bid, we have identified several calculation errors that require immediate attention and correction.

Outlined below are the discrepancies found in our bid proposal:

Bid Schedule Item No. 4 - Remove Existing Blow-Off Assembly:

Bid Quantity: 12 EA

Unit Price: \$622.50

Incorrectly Calculated Total: \$7,740.00

Corrected Total: \$7,470.00

Bid Schedule Item No. 6 - Furnish & Install Blow-Off Assembly:

Bid Quantity: 12 EA

Unit Price: \$3,102.42



Incorrectly Calculated Total: \$37,229.05

Corrected Total: \$37,229.04

Bid Schedule Item No. 9a - Furnish & Install HDPE Water Main by Horizontal Directional Drill, 8-inch:

Bid Quantity: 8,100 LF

Unit Price: \$73.18

Incorrectly Calculated Total: \$592,728.00

Corrected Total: \$592,758.00

Bid Schedule Item No. 12 - Furnish & Install Compact Ductile Iron Fittings:

Bid Quantity: 0.84 TON

Unit Price: \$21,312.65

Incorrectly Calculated Total: \$21,312.65

Corrected Total: \$17,902.63

Bid Schedule Item No. 13a - Furnish & Install Valves and Valve Boxes, 8-inch Gate:

Bid Quantity: 6 EA

Unit Price: \$4,034.66

Incorrectly Calculated Total: \$24,261.96

Corrected Total: \$24,207.96

Bid Schedule Item No. 21b - Pavement Removal and Replacement, Asphalt Road Patch:

Bid Quantity: 400 SY

Unit Price: \$129.55

Incorrectly Calculated Total: \$51,80.00

Corrected Total: \$51,820.00



We sincerely apologize for these oversights and the inconvenience they may have caused.

The corrected Total Base Bid price, after rectifying these errors, amounts to \$2,503,477.50. We request that this corrected total be considered as the accurate representation of our bid for Ormond Beach No. 2024-12.

We are committed to delivering exceptional results and maintaining the highest standards of accuracy in all our dealings. Please feel free to contact us for any further clarification or information regarding this matter.

Thank you for your understanding and cooperation.

Sincerely,

Ray McCloskey

Capital Management Solutions – Florida Manager

Clearwater Solutions LLC dba Cain Enterprises



Date & Time: November 15, 2023 2:00pm

NOV15 23 2:00PM

Opened by: George Lavatelli
Engineering



ENGINEERS

SURVEYORS

PLANNERS

January 24, 2024

M&C #010260137

George Lavatelli, P.E.
Construction Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: 2-inch Water Main Replacement – North Peninsula – Phase 4
ITB-CD- 2024-12 City of Ormond Beach
Letter of Recommendation

Dear George:

Bids were opened November 15, 2023, for the "2-inch Water Main Replacement – North Peninsula – Phase 4." A total of five (5) bids were received, ranging from a high bid of \$4,494,200.00 to the low bid of \$2,492,828.30. The Engineer's Opinion of Probable Cost was \$2,585,651.20.

The low bid was submitted by Clearwater Solutions, LLC of Ocala, FL.

We recommend the City may award the contract to Clearwater Solutions, LLC in the amount of \$2,492,828.30. Our Bid Tabulation is enclosed for your use.

Please call if you have any questions.

Sincerely,

McKim & Creed, Inc.


Charles Hill, P.E., BCEE
Senior Project Manager

Enclosure

cc: Mr. Shawn Finley– City of Ormond Beach
Mr. Alex Schumann, City of Ormond Beach

139 Executive Circle

Suite 201

Daytona Beach, FL 32114

386.274.2828

Fax 386.274.1393

www.mckimcreed.com

I:\01026\0137\ENG\10-Comm\11-Comm With Client\Letter Of Recommendation Lavatelli 012424.Doc



BID TABULATION
2" WATER MAIN REPLACEMENT - NORTH PENINSULA - Phase 4
CITY OF ORMOND BEACH
BID NO. 2024-12

Certified True and Correct:

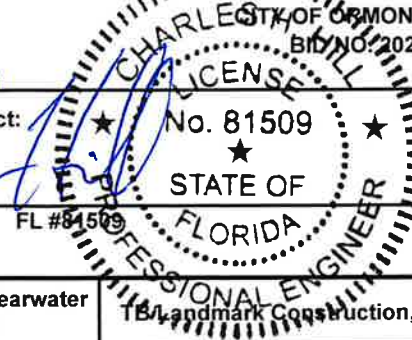
Date: November 22, 2023

Bid Date: November 15, 2023

M&C Project Number: 010260137

Charles H. Hill, P.E.
McKim & Creed, Inc.

FL #81509



Description	QTY	Unit	Cain Enterprises dba Clearwater Solutions, LLC		T&L Landmark Construction, Inc.		ThadCon, LLC		Hazen Construction		Young's Communication, LLC	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1. Mobilization/Demobilization	1	LS	\$ 119,383.92	\$ 119,383.92	\$ 145,000.00	\$ 145,000.00	\$ 160,000.00	\$ 160,000.00	\$ 125,000.00	\$ 125,000.00	\$ 220,000.00	\$ 220,000.00
2. Survey and Layout	1	LS	\$ 32,340.00	\$ 32,340.00	\$ 18,000.00	\$ 18,000.00	\$ 140,000.00	\$ 140,000.00	\$ 44,000.00	\$ 44,000.00	\$ 57,300.00	\$ 57,300.00
3. Remove Existing 2" Valve Box	32	EA	\$ 386.00	\$ 12,352.00	\$ 575.00	\$ 18,400.00	\$ 180.00	\$ 5,760.00	\$ 500.00	\$ 16,000.00	\$ 190.00	\$ 6,080.00
4. Remove Existing Blow-Off Assembly	12	EA	\$ 622.50	\$ 7,470.00	\$ 900.00	\$ 10,800.00	\$ 220.00	\$ 2,640.00	\$ 900.00	\$ 10,800.00	\$ 190.00	\$ 2,280.00
5. Abandon and Cap Existing 2" GSP Water Main	30,000	LF	\$ 0.36	\$ 10,800.00	\$ 1.50	\$ 45,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.70	\$ 51,000.00
6. Furnish & Install Blow-Off Assembly	12	EA	\$ 3,102.42	\$ 37,229.04	\$ 4,000.00	\$ 48,000.00	\$ 1,750.00	\$ 21,000.00	\$ 4,800.00	\$ 57,600.00	\$ 4,000.00	\$ 48,000.00
7. Furnish & Install Water Mains with Restrained Joints (Open Cut)												
a. 8-inch PVC	865	LF	\$ 56.10	\$ 48,526.50	\$ 89.00	\$ 76,985.00	\$ 91.00	\$ 78,715.00	\$ 76.00	\$ 65,740.00	\$ 115.00	\$ 99,475.00
b. 6-inch PVC	195	LF	\$ 42.84	\$ 8,353.80	\$ 89.00	\$ 17,355.00	\$ 80.00	\$ 15,600.00	\$ 65.00	\$ 12,675.00	\$ 100.00	\$ 19,500.00
c. 2-inch HDPE	900	LF	\$ 18.90	\$ 17,010.00	\$ 45.00	\$ 40,500.00	\$ 39.00	\$ 35,100.00	\$ 38.00	\$ 34,200.00	\$ 36.00	\$ 32,400.00
8. Furnish & Install Water Mains with Non-Restrained Joints (Open Cut)												
a. 8-inch PVC	620	LF	\$ 50.63	\$ 31,390.60	\$ 83.00	\$ 51,460.00	\$ 76.00	\$ 47,120.00	\$ 71.00	\$ 44,020.00	\$ 110.00	\$ 68,200.00
b. 6-inch PVC	350	LF	\$ 51.75	\$ 18,112.50	\$ 78.00	\$ 27,300.00	\$ 67.00	\$ 23,450.00	\$ 62.00	\$ 21,700.00	\$ 80.00	\$ 28,000.00
9. Furnish & Install HDPE Water Main by Horizontal Directional Drill												
a. 8-inch PVC	8,100	LF	\$ 73.18	\$ 592,758.00	\$ 72.00	\$ 583,200.00	\$ 80.00	\$ 648,000.00	\$ 111.00	\$ 899,100.00	\$ 105.00	\$ 850,500.00
b. 2-inch PVC	2,575	LF	\$ 18.65	\$ 48,023.75	\$ 37.00	\$ 95,275.00	\$ 39.00	\$ 100,425.00	\$ 76.00	\$ 195,700.00	\$ 35.00	\$ 90,125.00
10. Furnish & Install Short Side Water Service Pipe	305	EA	\$ 651.23	\$ 198,625.15	\$ 1,615.00	\$ 492,575.00	\$ 1,200.00	\$ 366,000.00	\$ 1,450.00	\$ 442,250.00	\$ 1,250.00	\$ 381,250.00
11. Furnish & Install Long Side Water Service Pipe	270	EA	\$ 1,595.36	\$ 430,747.20	\$ 2,450.00	\$ 661,500.00	\$ 1,865.00	\$ 503,550.00	\$ 2,100.00	\$ 567,000.00	\$ 2,500.00	\$ 675,000.00
12. Furnish & Install Compact Ductile Iron Fittings	0.84	TON	\$ 21,312.65	\$ 17,902.63	\$ 23,000.00	\$ 19,320.00	\$ 12,000.00	\$ 10,080.00	\$ 11,500.00	\$ 9,660.00	\$ 70,000.00	\$ 58,800.00
13. Furnish & Install Valves and Valve Boxes												
a. 8-inch Gate	6	EA	\$ 4,034.66	\$ 24,207.96	\$ 2,900.00	\$ 17,400.00	\$ 3,100.00	\$ 18,600.00	\$ 5,500.00	\$ 33,000.00	\$ 3,100.00	\$ 18,600.00
b. 6-inch Gate	3	EA	\$ 2,785.46	\$ 8,356.38	\$ 2,100.00	\$ 6,300.00	\$ 2,800.00	\$ 8,400.00	\$ 4,800.00	\$ 14,400.00	\$ 2,300.00	\$ 6,900.00
14. Furnish & Install Fire Hydrant Assemblies	11	EA	\$ 8,324.59	\$ 91,570.49	\$ 8,200.00	\$ 90,200.00	\$ 7,700.00	\$ 84,700.00	\$ 9,300.00	\$ 102,300.00	\$ 8,800.00	\$ 96,800.00
15. Remove Existing Fire Hydrant and Replace with New Hydrant	15	EA	\$ 5,666.08	\$ 84,991.20	\$ 6,300.00	\$ 94,500.00	\$ 7,700.00	\$ 115,500.00	\$ 8,900.00	\$ 133,500.00	\$ 11,000.00	\$ 165,000.00
16. Cut-Ins and Connections to Existing Mains												
a. 8-inch Cut-In for Valves	7	EA	\$ 3,753.88	\$ 26,277.16	\$ 3,625.00	\$ 25,375.00	\$ 3,200.00	\$ 22,400.00	\$ 6,500.00	\$ 45,500.00	\$ 4,400.00	\$ 30,800.00
b. 8-inch Cut-In for Fire Hydrant Assembly	8	EA	\$ 3,084.78	\$ 24,678.24	\$ 9,475.00	\$ 75,800.00	\$ 3,500.00	\$ 28,000.00	\$ 7,800.00	\$ 62,400.00	\$ 10,400.00	\$ 83,200.00
c. 8-inch x 8-inch Wet Tap	1	EA	\$ 7,775.63	\$ 7,775.63	\$ 8,600.00	\$ 8,600.00	\$ 5,900.00	\$ 5,900.00	\$ 24,000.00	\$ 24,000.00	\$ 6,700.00	\$ 6,700.00
d. 8-inch Wet Connection	3	EA	\$ 2,245.00	\$ 6,735.00	\$ 2,900.00	\$ 8,700.00	\$ 3,000.00	\$ 9,000.00	\$ 2,900.00	\$ 8,700.00	\$ 2,200.00	\$ 6,600.00
e. 8-inch x 2-inch Wet Tap	4	EA	\$ 3,590.14	\$ 14,360.56	\$ 4,000.00	\$ 16,000.00	\$ 2,700.00	\$ 10,800.00	\$ 3,500.00	\$ 14,000.00	\$ 3,200.00	\$ 12,800.00
f. 6-inch x 6-inch Wet Tap	5	EA	\$ 5,052.71	\$ 25,263.55	\$ 7,550.00	\$ 37,750.00	\$ 7,700.00	\$ 38,500.00	\$ 17,500.00	\$ 87,500.00	\$ 6,400.00	\$ 32,000.00
g. 6-inch Wet Connection	14	EA	\$ 935.89	\$ 13,102.46	\$ 2,625.00	\$ 36,750.00	\$ 7,000.00	\$ 98,000.00	\$ 6,800.00	\$ 95,200.00	\$ 2,400.00	\$ 33,600.00
h. 6-inch Cut-In for Valves	5	EA	\$ 3,828.80	\$ 19,144.00	\$ 7,600.00	\$ 38,000.00	\$ 7,000.00	\$ 35,000.00	\$ 5,900.00	\$ 29,500.00	\$ 3,200.00	\$ 16,000.00
i. 6-inch Cut-In for Fire Hydrant Assembly	12	EA	\$ 1,443.64	\$ 17,323.68	\$ 9,400.00	\$ 112,800.00	\$ 7,400.00	\$ 88,800.00	\$ 8,500.00	\$ 102,000.00	\$ 11,000.00	\$ 132,000.00
j. 6-inch x 2-inch Wet Tap	5	EA	\$ 3,191.69	\$ 15,958.45	\$ 3,350.00	\$ 16,750.00	\$ 2,650.00	\$ 13,250.00	\$ 2,500.00	\$ 12,500.00	\$ 3,200.00	\$ 16,000.00
17. Connect to Existing Water Meters	493	EA	\$ 138.31	\$ 68,186.83	\$ 455.00	\$ 224,315.00	\$ 400.00	\$ 197,200.00	\$ 250.00	\$ 123,250.00	\$ 450.00	\$ 221,850.00
18. Relocate Existing Water Meters up to Five (5) Feet from Property Line	38	EA	\$ 518.51	\$ 19,703.38	\$ 950.00	\$ 36,100.00	\$ 700.00	\$ 26,600.00	\$ 800.00	\$ 30,400.00	\$ 850.00	\$ 32,300.00

BID TABULATION (cont'd)
2" WATER MAIN REPLACEMENT - NORTH PENINSULA - PRIORITY AREA 2

BID NO. 2024-12

Description	QTY	Unit	Cain Enterprises dba Clearwater Solutions, LLC		TB Landmark Construction, Inc.		ThadCon, LLC		Hazen Construction		Young's Communication, LLC	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
19. Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line	72	EA	\$ 605.79	\$ 43,616.88	\$ 1,250.00	\$ 90,000.00	\$ 1,200.00	\$ 86,400.00	\$ 800.00	\$ 57,600.00	\$ 1,950.00	\$ 140,400.00
20. Furnish & Install Sample Station	5	EA	\$ 5,801.10	\$ 29,005.50	\$ 3,500.00	\$ 17,500.00	\$ 2,900.00	\$ 14,500.00	\$ 2,700.00	\$ 13,500.00	\$ 2,850.00	\$ 14,250.00
21. Pavement Removal & Replacement												
a. Asphalt Road Patch	520	SY	\$ 38.67	\$ 20,108.40	\$ 83.00	\$ 43,160.00	\$ 120.00	\$ 62,400.00	\$ 55.00	\$ 28,600.00	\$ 150.00	\$ 78,000.00
b. Concrete Driveway/Parking Apron	400	SY	\$ 129.55	\$ 51,820.00	\$ 93.00	\$ 37,200.00	\$ 149.00	\$ 59,600.00	\$ 105.00	\$ 42,000.00	\$ 140.00	\$ 56,000.00
c. Gravel Driveway	110	SY	\$ 30.88	\$ 3,396.80	\$ 23.00	\$ 2,530.00	\$ 75.00	\$ 8,250.00	\$ 125.00	\$ 13,750.00	\$ 50.00	\$ 5,500.00
d. Concrete Sidewalk	170	SY	\$ 82.24	\$ 13,980.80	\$ 80.00	\$ 13,600.00	\$ 120.00	\$ 20,400.00	\$ 86.00	\$ 14,620.00	\$ 115.00	\$ 19,550.00
e. Concrete Curb and Gutter	230	LF	\$ 31.07	\$ 7,146.10	\$ 48.00	\$ 11,040.00	\$ 50.00	\$ 11,500.00	\$ 32.00	\$ 7,360.00	\$ 50.00	\$ 11,500.00
f. Mill & Resurface	1,985	SY	\$ 26.46	\$ 52,523.10	\$ 39.00	\$ 77,415.00	\$ 80.00	\$ 158,800.00	\$ 49.00	\$ 97,265.00	\$ 100.00	\$ 198,500.00
g. Brick Pavers	80	SY			\$ 165.00	\$ 13,200.00			\$ 150.00	\$ 12,000.00	\$ 135.00	\$ 10,800.00
22. Grout Fill Existing 6-inch Pipe	520	LF	\$ 16.00	\$ 8,320.00	\$ 16.00	\$ 8,320.00	\$ 37.00	\$ 19,240.00	\$ 8.00	\$ 4,160.00	\$ 16.00	\$ 8,320.00
23. Furnish & Install Thermoplastic Striping												
Standard Double Yellow, Solid, 6-inch												
a. Wide	120	LF	\$ 24.50	\$ 2,940.00	\$ 25.00	\$ 3,000.00	\$ 40.00	\$ 4,800.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00
b. Standard White, Solid, 18-inch Wide	16	LF	\$ 179.16	\$ 2,866.56	\$ 60.00	\$ 960.00	\$ 260.00	\$ 4,160.00	\$ 225.00	\$ 3,600.00	\$ 20.00	\$ 320.00
24. Cleaning and Pigging of New Water Mains	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00	\$ 67,000.00	\$ 67,000.00	\$ 8,500.00	\$ 8,500.00	\$ 7,700.00	\$ 7,700.00
25. Bacteriological Clearance	1	LS	\$ 22,539.90	\$ 22,539.90	\$ 23,000.00	\$ 23,000.00	\$ 55,000.00	\$ 55,000.00	\$ 19,000.00	\$ 19,000.00	\$ 11,000.00	\$ 11,000.00
26. Erosion and Sediment Control	1	LS	\$ 8,204.20	\$ 8,204.20	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
27. Sod Restoration	6,000	SY	\$ 9.58	\$ 57,480.00	\$ 6.00	\$ 36,000.00	\$ 12.00	\$ 72,000.00	\$ 6.00	\$ 36,000.00	\$ 11.00	\$ 66,000.00
28. Surface Restoration	1	LS	\$ 13,470.00	\$ 13,470.00	\$ 22,000.00	\$ 22,000.00	\$ 60,000.00	\$ 60,000.00	\$ 38,000.00	\$ 38,000.00	\$ 55,000.00	\$ 55,000.00
29. Maintenance of Traffic	1	LS	\$ 7,350.00	\$ 7,350.00	\$ 23,000.00	\$ 23,000.00	\$ 50,000.00	\$ 50,000.00	\$ 74,000.00	\$ 74,000.00	\$ 150,000.00	\$ 150,000.00
30. Submit Certified As-Built Drawings	1	LS	\$ 29,400.00	\$ 29,400.00	\$ 14,000.00	\$ 14,000.00	\$ 67,000.00	\$ 67,000.00	\$ 35,000.00	\$ 35,000.00	\$ 21,100.00	\$ 21,100.00
TOTAL BID (ITEM NOS. 1 - 30)				\$ 2,492,828.30		\$ 3,660,935.00		\$ 3,829,140.00		\$ 4,034,750.00		\$ 4,494,200.00
SURETY			Harco National Insurance Company		Travelers Casualty and Surety Company of America		Westfield Insurance Company		Western Surety Company		Atlantic Specialty Insurance Company	

1		Corrected Multiplication Error
2		Addenda Not Acknowledged - No Unit Price Bid
3		Corrected Total Bid Amount



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-12
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - McKim & Creed, Inc. for Construction Administration Services, 2-inch Water Main Replacement North Peninsula Phase 4		
Summary:	This is a request to approve a Work Authorization with McKim & Creed, Inc. (M&C) for construction administration services for the 2-inch Water Main Replacement North Peninsula Phase 4 Project, Bid No. 2024-12. This request is related to a scheduled capital improvement project which involves replacement of 2-inch water mains in Ormond-by-the-Sea on the north peninsula, specifically in areas experiencing frequent maintenance repairs, low pressure, or other concerns (refer to street list map below). The mains identified for replacement are mostly galvanized steel pipes having met/exceeded service life. In locations where existing 2-inch water mains are connected to other larger water mains as part of a system loop or locations where fire hydrants will be installed, those 2-inch mains will be replaced with 8-inch mains to meet the current standards of the City's Land Development Code. On dead end streets, replacement mains smaller than 8-inch may be used to ensure potable water cycles regularly by customer usage. Replacement involves approximately 12,000 feet of water mains. During this project, water services and meters on these streets will be replaced. Plans and specifications utilized for the advertisement of this project, prepared by M&C were presented to the City Commission on October 4, 2023 and the bid award for the project is on this same City Commission meeting. Staff negotiated a scope of work and cost with M&C to provide construction administration services in the amount of \$102,718. The services provided by M&C will supplement the work of City staff in the oversight of the construction of this project. Included in this proposal will be a dedicated on-site construction manager from M&C who will provide coordination of all activities by the contractor, be the point contact for businesses and property owners within the project area, prepare		

notifications for delivery to stakeholders and distribution through appropriate channels, as well as immediate quality control of the workmanship by the contractor. The proposed fee is 4.1% of the construction contract amount of \$2,503,477.50, which is consistent with other projects of this nature. The City project manager will provide additional oversight in conjunction with the City engineering inspector.

**2-INCH WATER MAIN REPLACEMENT NORTH PENINSULA
PHASE 4 STREET LIST**

STREET	FROM	TO
Carol Road	John Anderson Drive	SR-AIA
Margeret Road	John Anderson Drive	SR-AIA
Azalea Drive	Westerly Drive	Easterly Drive
Palm Drive	Westerly Drive	Easterly Drive
Palmetto Drive	Westerly Drive	Easterly Drive
Poinsettia Drive	Westerly Drive	Easterly Drive
Beechwood Drive	Westerly Drive	Easterly Drive
Silk Oaks Drive	Sunset Boulevard	SR-AIA
Spanish Waters Dr	Cul-De-Sac	100 feet to the East
Evergreen Circle	Cul-De-Sac	Imperial Heights Dr
Monterey Circle	Cul-De-Sac	Imperial Heights Dr
Friendly Circle	Cul-De-Sac	Imperial Heights Dr
Baytree Circle	Cul-De-Sac	Imperial Heights Dr
Bimini Circle	Cul-De-Sac	Surfside Drive
Nassau Circle	Cul-De-Sac	Surfside Drive
Bahama Circle	Cul-De-Sac	Surfside Drive
San Juan Circle	Cul-De-Sac	Surfside Drive
Jamaica Circle	Cul-De-Sac	Surfside Drive
Dunes Circle	Cul-De-Sac	Sunny Beach Drive
Ocean Circle	Cul-De-Sac	Sunny Beach Drive

Financial Impact:

The total construction administration cost is \$102,718. There are sufficient funds included in the Fiscal Year 2023-24 budget, Fund 409 - Water and Wastewater Renewal and Replacement (Capital).

Citizen Impact:	The replacement of undersized and aging water mains ensures the City continues to deliver water to residents and utility customers, meeting water quality and pressure standards, and minimizing disruptions in service. This project includes the addition of fire hydrants to provide fire protection, meeting the standards of the City's Land Development Code.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with McKim & Creed for the 2-inch Water Main Replacement North Peninsula Phase 4 Project, for the not-to-exceed amount of \$102,718.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		
Attachments:	1. 24- 12 Wtr Main Replace No Pen Ph 4-McKim (P24-005G) 2. 2-inch Watermain Replacement - Street List 3. McKim & Creed Work Authorization-2-In WM Const Admin		
Approval:	Kelly McGuire, Finance Director	1/26/2024	
	Claire Whitley, Assistant City Manager	2/1/2024	
	Joyce Shanahan, City Manager	2/1/2024	

RESOLUTION NO. 2024-12

A RESOLUTION ACCEPTING A PROPOSAL FROM McKIM & CREED, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING PHASE 4 OF THE NORTH PENINSULA WATER MAIN REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and McKim & Creed, Inc., the appropriate City staff members have negotiated with McKim & Creed, Inc. to provide construction administration services regarding Phase 4 of the north peninsula water main replacement project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$102,718.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by McKim & Creed, Inc. to perform the Project at a total cost not to exceed \$102,718.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with McKim & Creed, Inc. for the performance of the

Project at the said price, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
PHASE 4, 2-INCH WATERMAIN REPLACEMENT LIST

Street	From	To	Length (ft)	Services	Notes
Carol Rd	John Anderson Dr	SR-A1A	4435	73	Looped
Margaret Rd	John Anderson Dr	SR-A1A	4320	83	Looped
Azalea Dr	Westerly Dr	Easterly	3700	57	Looped
Palm Dr	Westerly Dr	Easterly	4065	57	Looped
Palmetto Dr	Westerly Dr	Easterly	3825	59	Looped
Poinsettia Dr	Westerly Dr	Easterly	3850	57	Looped
Beechwood Dr	Westerly Dr	Easterly	3680	57	Looped
Silk Oaks Dr	Sunset Blvd	SR-A1A	2150	41	Looped
Spanish Waters Dr	Cul-De-Sac	100' to the East	408	10	Looped
Evergreen Cir	Cul-De-Sac	Imperial Heights Dr	275	6	Unlooped
Monterey Cir	Cul-De-Sac	Imperial Heights Dr	280	4	Unlooped
Friendly Cir	Cul-De-Sac	Imperial Heights Dr	275	5	Unlooped
Baytree Cir	Cul-De-Sac	Imperial Heights Dr	275	4	Unlooped
Bimini Cir	Cul-De-Sac	Surfside Dr	300	4	Unlooped
Nassau Cir	Cul-De-Sac	Surfside Dr	300	5	Unlooped
Bahama Cir	Cul-De-Sac	Surfside Dr	310	6	Unlooped
San Jaun Cir	Cul-De-Sac	Surfside Dr	300	3	Unlooped
Jamaica Cir	Cul-De-Sac	Surfside Dr	285	2	Unlooped
Dunes Cir	Cul-De-Sac	Sunny Beach Dr	480	9	Unlooped
Ocean Cir	Cul-De-Sac	Sunny Beach Dr	480	8	Unlooped

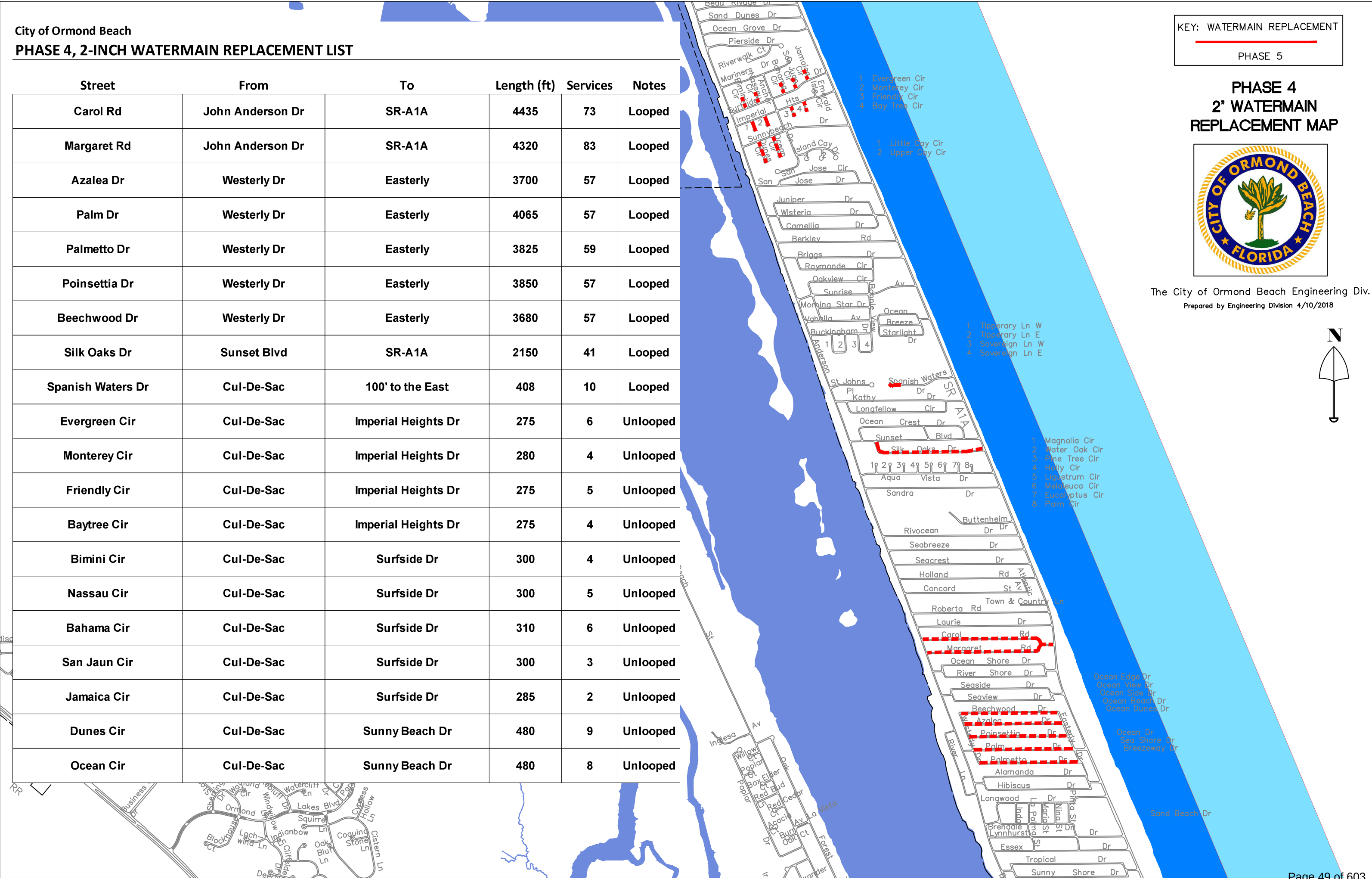
KEY: WATERMAIN REPLACEMENT

PHASE 5

PHASE 4
2" WATERMAIN
REPLACEMENT MAP



The City of Ormond Beach Engineering Div.
Prepared by Engineering Division 4/10/2018



WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and McKim & Creed, Inc. the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: 2-Inch Water Main Replacement North Peninsula Ph IV
Construction Phase Services

Project Description: Construction phase services for the 2-Inch Water Main construction project, as detailed in the attached scope of services and fee schedule.

Estimated Project Construction Cost: \$2,600,000

Schedule of Payments and Fee Basis

<u>Required</u> <u>Work Task</u>	<u>Fee</u> <u>Basis</u>	<u>Fee</u>
Construction Phase Services	Fixed Fee	\$102,718.00
Total Fee Authorized:	Not to Exceed	<u>\$102,718.00</u>

Funding Source: Water & Wastewater R & R Fund (409)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MCKIM & CREED, INC.

By: _____
Bill Partington
Mayor

By: _____
Charles Hill, P.E.
Senior Project Manager

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

**ENGINEERING SERVICES
2" WATER MAIN REPLACEMENT
NORTH PENINSULA – PRIORITY AREA NO. 4
CITY OF ORMOND BEACH
REVISED CONSTRUCTION PHASE SERVICES**

**SCOPE OF SERVICES
JANUARY 2024**

Background:

McKim & Creed, Inc., (hereinafter referred to as CONSULTANT) was retained by the City of Ormond Beach (hereinafter referred to as CITY) to provide engineering design services to replace existing two-inch galvanized pipe in an area north of Granada Boulevard which has been designated as the North Peninsula Project Area. The project boundaries are Surfside Drive on the northern limits of the project to Palmetto Drive on the southern limits. The east/west extent is from John Anderson Drive to SR A1A. The design phase of the project has been completed; construction phase services were not included in the original contract and have been requested by the CITY.

The CONSULTANT'S Scope of Services on this project would include the following task:

TASK 1: Construction Phase Services

Construction services will include the following items:

1. Pre-Construction Conference: After a Notice to Proceed has been issued by the CITY, the CONSULTANT will schedule and conduct the Pre-Construction Conference. Minutes of the Pre-Construction Conference will be taken and then distributed to all attendees of the meeting.
2. Shop Drawings: The CONSULTANT will log, process, and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and

inspection results, and other data the Contractor is required to submit and distribute reviewed submittals to the Contractor and the CITY.

3. The CONSULTANT will attend construction progress meetings twice per month either on-site or at City Hall.
4. Monthly Partial Pay Requests will be reviewed and submitted to the CITY for approval.
5. Contractor's Request for Information (RFI's) will be evaluated and responded to accordingly by either Plan revision or written direction. The provided fee below covers up to ten (10) RFI's.
6. Field orders will be reviewed and processed as necessary.
7. The CONSULTANT will perform weekly on-site observation (5 hours weekly) of construction to ensure on-going activities are in general conformance with the plans and specifications. It is understood the CITY will provide a Project Representative for daily construction observation. It is anticipated the CITY's Project Representative will prepare detailed daily condition, activities and observation reports; digital photos of the construction progress; signed copies of pressure test results for the completed piping and copies of the bacteriological analysis for the disinfected water mains. The CITY maintained files, in addition to the CONSULTANT's files, will be utilized by the CONSULTANT when certifying the project.
8. The CONSULTANT will attend the substantial completion and final inspections and issue punch lists to the Contractor.

9. The CONSULTANT will review the Contractor's delivery of certified As-Built Drawings in accordance with Section 01720 of the project specifications that have been reviewed and approved by the CITY's Project Representative. For certification and project close out, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.
10. The CONSULTANT shall provide for a Project Certification to all permitting agencies.

Schedule

The following schedule is proposed. Times are shown after a Notice to Proceed is issued.

TASK 1 – Construction Services..... 360 days (Final Completion)

Fee

Our proposed Actual Cost/Not-to-Exceed fee for construction administration services for this Project is \$102,718.00. Our fee matrix is included as Exhibit A.

ASSUMPTIONS AND EXCLUSIONS

1. This Scope of Services is based upon a construction time of 330 calendar days for substantial completion and 360 days for final completion.
2. It is understood that the CITY will supply the Project Representative for the project. The CONSULTANT will supply limited on-site observations only.
3. Additional time and site visits above the allotted 5 hours weekly stated above in Item 7 will be completed on a time and material basis and will not be performed without written authorization by the CITY. Hourly rates for those services are based on the fee matrix included in Exhibit A.

4. Additional service outside the above stated scope of services will be conducted on a time and material basis based on the fee matrix included in Exhibit A. Additional services will not be performed without written approval from the CITY.

FEE MATRIX
CITY OF ORMOND BEACH
JANUARY 2024
2" WATER MAIN REPLACEMENT - NORTH PENINSULA - PRIORITY AREA 4
CONSTRUCTION PHASE SERVICES

STAFF CLASSIFICATION		Project Mgt. Group Mgr.		Senior Project Engineer		CAD Designer III		Sr. Project Administrator		Direct Expenses	TOTAL LABOR PER TASK
TASK NO.	DESCRIPTION	RATE:	\$202	RATE:	\$180	RATE:	\$115	RATE:	\$93		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	POST-DESIGN CONSTRUCTION SERVICES										
1.1	Attend Pre-Construction Conference	4	\$808	8	\$1,440			4	\$372		\$2,620
1.2	Review Shop Drawings and Other Submittals	2	\$404	24	\$4,320						\$4,724
1.3	Attend Progress Meetings			48	\$8,640			12	\$1,116		\$9,756
1.4	Review Pay Request Applications			48	\$8,640			2	\$186		\$8,826
1.5	Respond to Contractor RFI's	4	\$808	12	\$2,160	10	\$1,150	6	\$558		\$4,676
1.6	Assist City with Field Order Preparation	2	\$404	8	\$1,440	20	\$2,300	2	\$186		\$4,330
1.7	Perform Site Visits	52	\$10,504	270	\$48,600				\$0		\$59,104
1.8	Attend Substantial and Final Observations of Work	8	\$1,616	8	\$1,440			4	\$372		\$3,428
1.9	Review As-Built Drawings			16	\$2,880						\$2,880
1.10	Provide Project Certification	4	\$808			12	\$1,380	2	\$186		\$2,374
	Subtotal	76	\$15,352	442	\$79,560	42	\$4,830	32	\$2,976	\$0	
	TOTAL LABOR										\$102,718
	TOTAL EXPENSES										\$0
	TOTAL COST										\$102,718

Progress Meetings: 2/month = 4 hrs/month x 12 = 48 hrs.
Site Visits: 5 hrs/week x 4.5 = 22.5 hrs/month x 12 = 270 hrs



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-13
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization - WTP Plant Aerator Rehab		
Summary:	This is a request to award a work authorization to McKim & Creed, for engineering design services for the rehabilitation of the aerator system components at the Water Treatment Plant (WTP). After withdrawal from the aquifer by the City's supply wells, the first process of treatment for raw water at the WTP involves the addition of large quantities of air, which takes place at the aeration building. This process of adding air is designed to removing volatile compounds or other contaminants that are naturally occurring in raw water. The most common compound present, hydrogen sulfide, is generally known for creating a rotten-egg like smell and a low pH value for the water. Removal of such a compound makes the final product more amenable to citizens and also decreases the amount of acidic attack that other City owned equipment or pipelines experience. The City's WTP aerator structure currently utilizes forced draft aeration equipment. This accomplishes the aforementioned task of removing volatile compounds by using an electric motor to force pressurized air into the raw water supply as it enters the WTP. Due to the age of the current aeration system, estimated to have been installed in calendar year 1989, Staff has begun to have trouble adequately maintaining the existing system. During the calendar year of 2020, Mead & Hunt curated a WTP Assessment Report aimed at helping the City identify priority projects at the WTP in the upcoming years. Within this report, the consultant recommended that the City replace the aerator system due to overall age and difficulty in obtaining parts to adequately maintain the existing components. Additionally, this report recommended other upgrades at the WTP, such as upgrading the splitter box and recarbonation tank.		

On January 19th, 2021, the City commission authorized a work authorization with McKim & Creed for design, permitting, and bidding services pertaining to rehabilitating the aeration system, the splitter box, and the recarbonation tank at the WTP. This project was named the 2022 WTP Improvements. Bids from Contractors pertaining to the design plans and specifications for this project were previously opened on April 6th, 2023.

On June 6, 2023, the City Commission rejected all bids received for the 2022 WTP Improvements Project, Bid Number 2022-15, designed by McKim & Creed. The primary reason for the rejection was due to the lowest received bid value of \$3,643,710 being well above the allocated funding amount of \$2.1 million. To address this funding discrepancy, staff informed the Commission at the June 6th meeting that the project would be divided into phases to narrow the scope and complexity of the project, resulting in an overall cost reduction. Of additional concern to staff, however, was the overall lack of bids received. During the April 6th opening, only two bids were received, despite the purchasing department having received inquiries from at least ten (10) separate contractors.

Following the formal rejection process, Staff instructed McKim & Creed to reach out to the prospective contractors who showcased interest but did not formally submit bids to gather additional information. After several weeks of investigation, McKim & Creed informed staff that the reasons for the low bid turnout was generally characterized by three separate issues: overall volume of work available for contractors throughout Florida, the overall complexity of the project in general, and the difficulty associated with constructing the by-pass piping setup as was showcased in the bid set.

As a follow up to obtaining additional information from contractors, Staff has negotiated a new design proposal with McKim and Creed for the WTP aerator system rehabilitation portion of the project for a not-to-exceed amount of \$94,479. This proposal includes design, permitting, and bidding services for the first phase of the original project. Staff anticipates prospective bids for the revised construction documents will result in bids within the original allocated funding amount. This anticipation is primarily due to the separation of the project into smaller phases and the re-design of the prospective by-pass schematic, thereby addressing two of the aforementioned contractor's concerns.

With the execution of this revised design work authorized, the remaining portion of the original allocated budget available for construction activities will be \$2.0 million. Staff intends to complete the remaining phases of the project, the items left out of this revised design, through a future Capital Improvement Plan. Any funds that do not get utilized for the construction activities resulting from this revised design proposal are scheduled to be put back into the Water and Wastewater Renewal and Replacement 409 Fund.

Financial Impact:	Funding for this project was included in the FY 2022-23 budget of Fund 409 - Water and Wastewater Renewal and Replacement and will need to be reappropriated to FY 2023-24 through a budget amendment.
Citizen Impact:	Scheduling priority based rehabilitation projects for the WTP provides for reliable drinking water systems for the City's utility customers.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the work authorization for engineering services to McKim & Creed, for the not-to-exceed amount of \$94,479.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24- 13 WTP Aerator Rehab-McKim & Creed (P24-0009G) 2. McKim & Creed Work Authorization-WTP Aerator Rehab
Approval:	Kelly McGuire, Finance Director 1/18/2024 Claire Whitley, Assistant City Manager 2/1/2024 Joyce Shanahan, City Manager 2/1/2024

RESOLUTION NO. 2024-13

A RESOLUTION ACCEPTING A PROPOSAL FROM McKIM & CREED, INC. FOR ENGINEERING DESIGN SERVICES REGARDING THE WATER TREATMENT PLANT AERATOR REHABILITATION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and McKim & Creed, Inc., the appropriate City staff members have negotiated with McKim & Creed, Inc. to provide engineering design services regarding the water treatment plant aerator rehabilitation project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$94,479.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by McKim & Creed, Inc. to perform the Project at a total cost not to exceed \$94,479.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with McKim & Creed, Inc. for the performance of the

Project at the said price, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and McKim & Creed, Inc. the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: WTP Aerator Structure Rehabilitation - Design

Project Description: Design, permitting and bidding services to remove/replace aerator structure equipment to include the blower units-which will be replaced by cascade tray aerators, transfer pumps, piping, valving, electrical gear, and meters, as detailed in the attached scope of services and fee schedule.

Estimated Project Construction Cost: \$1,900,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Kickoff & Data Collection	Fixed Fee	\$8,806.00
Design Services	Fixed Fee	\$67,329.00
Prepare Permit Applications	Fixed Fee	\$4,877.00
Bidding Services	Fixed Fee	\$12,867.00
Reimbursable Expenses	Actual Cost	\$600.00
Total Fee Authorized:	Not to Exceed	<u>\$94,479.00</u>

Funding Source: Water/Wastewater R & R Fund (409)

Estimated Time for Completion: 6 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MCKIM & CREED, INC.

By: _____
Bill Partington
Mayor

By: _____
Charles Hill, P.E.
Senior Project Manager

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
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- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

**CITY OF ORMOND BEACH
WATER TREATMENT PLANT IMPROVEMENTS
AERATOR STRUCTURE REHABILITATION
PROPOSAL FOR DESIGN, PERMITTING AND BIDDING SERVICES
JANUARY 2024**

SCOPE OF WORK

I. OBJECTIVE

The objective of this project is to remove and replace equipment and material on top of the aerator structure; remove and replace the aerator transfer pumps; remove and replace piping, valving and electrical gear within the transfer pump room and electrical room; and replace four (4) existing venturi meters with magnetic flow meters.

During construction, it will be imperative that the Water Treatment Plant (WTP) remain in operation. To accomplish this, existing piping, and possibly temporary piping and/or temporary pumping will be used to bypass structures while construction is ongoing and the WTP remains functioning.

II. PROJECT DESCRIPTION

The project consists of three (3) distinct upgrades and/or repairs:

1. Remove the existing induced draft aerator blower units and associated electrical components and replace them with cascade tray aerators. Modify the existing raw water inlet pipes to provide flow to the new cascade aerators and the determination of any structural modifications to the aerator box based upon the weight of the tray aerators. As an additive alternate to the project, the removal of the stainless steel pipe and diffusers within the aeration tank will be considered.
2. Remove the existing piping, valving and fittings in the aerator transfer pump room and replace them with new equipment. The manual gate valves on the discharge side of the transfer pumps will be replaced with new valves and actuators. The type of valve will be determined through discussions with City staff. New suction piping for the pumps will be installed to the wall rather than to the existing gate valves. The condition of the concrete pump pads will also be assessed and replaced as necessary. The existing motor control center will be replaced inside the adjacent electrical room to only include switchgear. Three (3) new VFD's will be installed in the same room to control the operation of the transfer pumps. A Schneider PLC will be installed to communicate with the Schneider VFD's. In addition to the pumps, piping,

electrical work and painting, a new crane rail system will be installed, enabling staff to lift the pumps or motors out through the door on the east side of the building. From there the equipment can be placed onto a trailer or truck for transport. The City has contracted to replace the existing double doors with a new roll-up door prior to this Work project. Drawings and cost estimate will be revised to reflect this change from the original scope of work. Removal of the existing aerator transfer pumps/motors and replacement with new Owner-supplied pumps and motors will also be part of the Project Manual and Engineered design drawings.

3. The third upgrade includes removing two (2) venturi meters located within meter pits and replace with two (2) new 10" magnetic flow meters. Two (2) venturi meters located under the claricones will also be replaced with two (2) new 12" magnetic flow meters.

III. SCOPE OF SERVICES

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope of Services are not included. If, during the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items can be added as additional services at that time.

In preparing this Scope of Work and engineering service fee, McKim & Creed, Inc. (CONSULTANT) makes the following assumptions:

- The City of Ormond Beach (CITY) will provide all available Record Drawings of the existing water treatment plant.
- Consistent with the professional standard of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY, or others, without independent review or evaluation.

The CONSULTANT shall provide the SCOPE OF SERVICES as outlined below. It is understood that there are elements within this Scope of Services which have been previously designed, most notably, the revisions within the aerator transfer pump room; the electrical room adjacent to the transfer pump room; an overhead crane rail system and the removal of venturi meters and replacement with magnetic flow meters. For the specific areas mentioned above, the design will consist of review of the previous design and making modifications where necessary, particularly the Owner-supplied pumps, which are not the same as the pump/motors previously specified. Possible piping changes and modifications to the pump support pads may be required to accommodate the new pump/motor configuration. In addition, electrical changes may be required to incorporate the new pumping equipment.

Task 1: Project Kick-Off Meeting & Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, project management plan, hard and electronic filing systems and conduct an internal kickoff meeting with the design team.
- CONSULTANT shall conduct the Project Kickoff Meeting with the CITY to discuss the overall project scope, approach, and schedule. Also discussed at this meeting will be the details of how flow will be diverted around the aerator box and the sequence of construction for the aerator transfer pumps removal and replacement. The CONSULTANT shall prepare the meeting agenda and a detailed schedule will be discussed at the meeting. Key team members will be identified and procedures for communication and data collection will be established. Meeting minutes will be prepared by the CONSULTANT and distributed to the attendees of the meeting.

Task 2: Design Services

- A topographic survey will not be conducted for this Project. Record Drawings with field verification will be utilized as the framework for creating the Drawings.
- CONSULTANT shall provide the design required to remove the existing aerator blower units and associated electrical components and replace them with tray cascade aerators.
- At the aerator box area, CONSULTANT shall modify the existing raw water inlet piping to be compatible with the configuration and elevation of the new tray cascade aerators.
- CONSULTANT shall investigate whether any structural modifications are required for the aerator box based upon the weight of the cascade aerators.
- Based upon the meeting with the CITY, the CONSULTANT shall review and revise, if necessary, the design for a bypass system to direct flow around the aerator facility.
- CONSULTANT shall review, and revise, if necessary, the design required to remove the existing aerator transfer pumps, motors, piping, and valving and replace with new, Owner-supplied pumps/motors; piping and valves equipped with electric actuators will also be installed as part of the upgrade. CONSULTANT shall also review the necessary specification details for prepping and painting the piping, valving, pumps/motors, and equipment within the aerator transfer pump room.

- CONSULTANT shall review the design required to remove the existing motor control center for the aerator transfer pumps and replace the existing MCC with a new motor control center that only includes switchgear and starters. Three (3) new VFD's and a Schneider PLC will be designed separately from the MCC but will still be contained in the electrical room adjacent to the transfer pump room. The HVAC system in the electrical room will be upgraded as necessary.
- CONSULTANT shall review the design for a new crane rail system to remove pumps, or motors, from the transfer pump room through the existing east door to a waiting trailer or truck for transport.
- CONSULTANT shall revise the Drawings and cost estimate that reflect the change of an on-site contractor removing the existing east double doors and replacing them with a new roll-up door.
- CONSULTANT shall review the design to remove the existing four (4) venturi meters and replace with four (4) magnetic flow meters.
- CONSULTANT shall revise the Project Manual to eliminate sections that no longer apply to the revised project scope.
- CONSULTANT shall prepare 90% and 100% Design Drawings.
- CONSULTANT shall review the 90% and 100% Drawings and Project Manual with the City staff. Three (3) sets of documents shall be provided to City staff at least one (1) week prior to the review meeting. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Opinion of Probable Construction Cost for the Project. This information shall be presented to the City staff for review at the 90% and 100% design review stages.
- CONSULTANT shall conduct a Quality Assurance & Quality Control (QA/QC) review of the Project at each stage of the design by a senior level engineer not directly involved with the Project, in accordance with the CONSULTANT'S QA/QC procedures.
- CONSULTANT shall provide digital files of the Drawings and Project Manual to the CITY that are suitable for placement on the CITY's website for bidders and suppliers.
- CONSULTANT shall conduct a meeting with the CITY and one of the City's CMAR contractors at or after the 100% design document stage. If a CMAR

contractor is selected, bidding services will not be required.

Task 3: Permitting Services

- The CONSULTANT shall prepare and submit a Minor Permit Modification application to the Volusia County Health Department. A revised Preliminary Design Report will also be submitted. Response to one (1) Request for Additional Information (RAI) will be included in this proposal.
- The permit processing fee will be paid by the CITY.

Task 4: Bidding Services

- CONSULTANT shall attend the Pre-Bid Meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project.
- CONSULTANT shall provide Drawing and Specification clarification and prepare addenda.
- CONSULTANT shall attend the Bid Opening; copies of the bids will be e-mailed to the CONSULTANT for review.
- CONSULTANT shall review and check the bids and prepare a detailed Bid Tabulation.
- CONSULTANT shall contact the low bidder and obtain references.
- CONSULTANT shall prepare an award recommendation letter.
- After bid award by the City Commission, CONSULTANT shall prepare construction contract documents (five sets required) and mail the contracts to the Contractor. The Contractor shall return the construction contracts to the Engineer for review of the contract, insurance certificates and bonds. The documents will then be forwarded to the CITY for execution.

IV. PROJECT DELIVERABLES

- Meeting Minutes.
- One (1) digital set of design Drawings and one (1) digital copy of the Project Manual at the 90% and 100% milestones.
- A copy of the Opinion of Probable Construction Cost at the 90%, and 100% milestones.

- Three (3) copies of the 100% design 11" × 17" Drawings, one (1) copy of 22" × 34" Drawings, and one (1) Project Manual.
- One (1) digital copy of the Final Documents in Word or AutoCAD and pdf.

V. OTHER INFORMATION

Post-design services were not requested by the CITY and are not included in this proposal.

VI. SCHEDULE

This schedule is based on several tasks being performed concurrently. This Work Assignment will remain in effect through the end of the Bidding Services Phase. The following schedule is proposed. Times are shown after a Notice to Proceed is issued.

Task 1: Project Kick-Off & Data Collection	7 days
Task 2: Design Services*	90 days
Task 3: Permitting Services	30 days
<u>Task 4: Bidding Services</u>	<u>45 days</u>
Total: Tasks 1 thru 4	172 days

*Does not include review time by the City.

VII. COMPENSATION

The CONSULTANT is proposing to complete the Scope of Services for Task 1 through Task 4 for an Actual Cost/Not-to-Exceed fee of \$ 94,479.00. A Services Fee Matrix Table is attached as Exhibit A. The CONSULTANT will not conduct services that require fee adjustments outside this scope of services without notification to and written authorization from the CITY.

Task 1: Project Kick-Off & Data Collection	\$8,806
Task 2: Design Services	\$67,929
Task 3: Permitting Services	\$4,877
<u>Task 4: Bidding Services</u>	<u>\$12,867</u>
Total Tasks 1 thru 4	\$94,479

FEE MATRIX
CITY OF ORMOND BEACH
WATER TREATMENT PLANT IMPROVEMENTS
AERATOR STRUCTURE REHABILITATION
PROPOSAL FOR DESIGN, PERMITTING AND BIDDING SERVICES
JANUARY 2024

STAFF CLASSIFICATION		Engineer Manager (PM2)		Engineering Director (ENG)		Senior Electrical Engineer (PM3)		I & C Manager (EN5)		Senior Structural Engineer (PM5)		Senior Project Engineer - Structural (EN4)		Senior Project Engineer (EN4)		Electrical Engineer (EN3)		Senior CAD Designer - Electrical (EN1)		CAD Designer II (DS2)		Senior Project Administrator (AD3)		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$220	RATE:	\$220	RATE:	\$202	RATE:	\$195	RATE:	\$220	RATE:	\$180	RATE:	\$180	RATE:	\$149	RATE:	\$115	RATE:	\$102	RATE:	\$93		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	PROJECT KICKOFF & DATA COLLECTION																								
1.1	In-House Project Management/Internal Kick-Off Meeting	2	\$440											10	\$1,800	2	\$298			2	\$204	16	\$1,488		
1.2	Kickoff Meeting with the City Staff	2	\$440							2	\$440	2	\$360	2	\$360	2	\$298			2	\$204	2	\$186		
1.3	Meeting with City and CMAR Contractor	2	\$440							2	\$440			4	\$720	2	\$298			2	\$204	2	\$186		
TASK 1 SUBTOTAL		6	\$1,320							4	\$880	2	\$360	16	\$2,880	6	\$894			6	\$612	20	\$1,860		\$8,806
2	DESIGN SERVICES																								
2.1	Field Verification of Drawings													4	\$720										
2.2	Design to Remove Aerator Blowers/Replace with Cascade Aerators	8	\$1,760							16	\$3,520	2	\$360	16	\$2,880					36	\$3,672				
2.3	Design New Piping Configuration to Tray Aerators	4	\$880											8	\$1,440					16	\$1,632				
2.4	Review Aerator Bypass Piping Design													4	\$720										
2.5	Review Design to Remove/Replace Aerator Transfer Pumps	2	\$440											10	\$1,800					24	\$2,448				
2.6	Review Design to Remove/Replace Aerator Transfer Pump MCC															12	\$1,788								
2.7	Review Overhead Crane Rail System									1	\$220			2	\$360										
2.8	Include Contractor Work on East Double Doors		\$0											6	\$1,080					4	\$408				
2.9	Review Design for Replacing Venturi Meters with Mag Meters													2	\$360										
2.10	Prepare Project Manual							3	\$585	4	\$880			8	\$1,440	2	\$298					16	\$1,488		
2.11	Prepare 90% and 100% Design Drawings	4	\$880					6	\$1,170	15	\$3,300	1	\$180	6	\$1,080	4	\$596	36	\$4,140						
2.12	90% and 100% Review Meetings with Staff/Update Project	2	\$440											8	\$1,440	12	\$1,788			16	\$1,632				
2.13	Prepare an Opinion of Probable Cost at 90%, and 100% Design	2	\$440					4	\$780	6	\$1,320			8	\$1,440	4	\$596								
2.14	Conduct Quality Assurance/Quality Control Review at 90% & 100%			22	\$4,840	4	\$808	4	\$780							8	\$1,192	8	\$920						
2.15	Provide Electronic Files to City/Hard Copies to City							2	\$390							6	\$894	4	\$460	2	\$204				
2.16	Site Visits	4	\$880							8	\$1,760			10	\$1,800									\$600	
TASK 2 SUBTOTAL		26	\$5,720	22	\$4,840	4	\$808	19	\$3,705	50	\$11,000	3	\$540	92	\$16,560	48	\$7,152	48	\$5,520	98	\$9,996	16	\$1,488		\$67,329
3	PERMITTING SERVICES																								
3.1	Submit Permit Application to VCHD	2	\$440											16	\$2,880							8	\$744		
3.2	Provide One (1) RAI													4	\$720							1	\$93		
TASK 3 SUBTOTAL		2	\$440											20	\$3,600							9	\$837		\$4,877
4	BIDDING SERVICES																								
4.1	Conduct Pre-Bid Meeting	3	\$660											4	\$720	1	\$149					2	\$186		
4.2	Prepare/Distribute Addenda	3	\$660											10	\$1,800	6	\$894			12	\$1,224	12	\$1,116		
4.3	Attend Bid Opening Meeting	1	\$220											2	\$360										
4.4	Prepare Bid Tabulation	1	\$220											2	\$360							6	\$558		
4.5	Background Check of Low Bidder	1	\$220											4	\$720							6	\$558		
4.6	Prepare Recommendation of Award Letter	1	\$220											2	\$360							2	\$186		
4.7	Prepare Construction Contract Documents													2	\$360							12	\$1,116		
TASK 4 SUBTOTAL		10	\$2,200						\$0	0	\$0	0	\$0	26	\$4,680	7	\$1,043	0	0	12	\$1,224	40	\$3,720		\$12,867
Subtotal		44	\$9,680	22	\$4,840	4	\$808	19	\$3,705	54	\$11,880	5	\$900	134	\$24,120	61	\$9,089	48	\$5,520	116	\$11,832	76	\$7,905	\$600	
																								\$93,879	
																								\$600	
																								\$94,479	



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-14
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Work Authorization - Hazen - CMAR - Valves Install		
Summary:	This is a request to approve an Underground Utility Construction Management Services Work Authorization with Hazen Construction, LLC (Hazen) for services related to installing inserta valves on potable water mains in various locations within the City's service area. In order for the City to provide reliable operation and maintenance of its potable water distribution system, a commitment to maintaining infrastructure within current industry standards is essential. This proposal is aimed at installing valves on the existing water mains on Airport Road and on Longwood Drive, which will improve Water Distribution's capabilities to perform maintenance in these regions. Inserta valves are a specialized type of valve due to the fact they can be installed on an existing distribution main without coordinating a shutdown. The City's customers which utilize the potable water service in the regions should not be impacted by construction crews adding these valves to the distribution system. On October 6th, 2020, the City Commission approved Resolution No. 2020-142 which authorized the execution of continuing contracts with four underground utility contractors. Hazen has extensive experience with the City's potable water mains, which allows them to provide well-suited, economical construction management services for this project.		
Financial Impact:	Funding for this \$128,780 work authorization is included in the FY 2023-23 budget of Fund 409 Fire Hydrant and Valve Expansion Program.		
Citizen Impact:	Scheduling improvements to existing utility infrastructure at various locations throughout the City's service area provides for a more reliable water distribution systems for the City's utility customers. Minimal traffic impacts are anticipated.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for Inserta Valve Installation to Hazen Construction, LLC, for the not-to-exceed amount of \$128,789.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	24-14 Potable wtr transm main valves-Hazen (P24-0003G) - Hazen Construction Work Authorization	
Approval:	Kelly McGuire, Finance Director	1/25/2024
	Claire Whitley, Assistant City Manager	1/29/2024
	Joyce Shanahan, City Manager	1/31/2024

RESOLUTION NO. 2024-14

A RESOLUTION ACCEPTING A PROPOSAL FROM HAZEN CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES REGARDING THE INSTALLATION OF THREE POTABLE WATER TRANSMISSION MAIN VALVES; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Hazen Construction, LLC, the appropriate City staff members have negotiated with Hazen Construction, LLC to provide construction services for the installation of three potable water transmission valves on Airport Road and Longwood Drive (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$128,789.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water & Wastewater Renewal & Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by Hazen Construction, LLC to perform the Project at a total cost not to exceed \$128,789.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Hazen Construction, LLC for the performance of

the Project at the said price, and to pay the cost thereof from the Water & Wastewater Renewal & Replacement Fund.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Underground Utility Construction Management Services on a Continuing Basis dated October 6, 2020 between the City of Ormond Beach, Florida, and Hazen Construction, LLC, the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Potable Water Transmission Main Valves

Project Description: All labor, equipment, and materials necessary to install three 12" Hydro Stop valves on potable water transmission main on Longwood Drive, and near the intersections of Airport Road at Herringbone Way, and Airport Road at Levee Lane. The work also includes removal and replacement of concrete sidewalk, as detailed in the attached proposal dated January 2, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Water Main Valve Installation	Guaranteed Maximum Price	\$128,789.00
Total Fee Authorized:	Not to Exceed	<u>\$128,789.00</u>

Funding Source: W & WW Renewal & Replacement Fund (409)

Estimated Time for Completion: 7 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
HAZEN CONSTRUCTION, LLC

By: _____
Bill Partington
Mayor

By: _____
Chad S. Hazen
Owner

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

HAZEN CONSTRUCTION, LLC

January 2, 2024

VIA EMAIL: Ryan.Roessler@ormondbeach.org

City of Ormond Beach
501 N. Orchid Street
Ormond Beach, FL 32174
Attn. Ryan Roessler

RE: Inserta Valve Installation

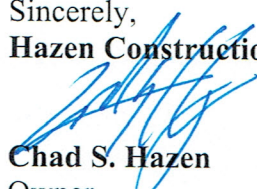
Dear Ryan,

Hazen Construction is pleased to submit this revised proposal for inserta valves based on our meeting with the city on November 20th. Our guaranteed maximum lump sum price of \$128,789 includes the following scope of work:

- Hydro Stop valves – 12". Lead time is 4 weeks from release for materials.
- One valve per Longwood Valve sketch emailed on November 21st. City to provide all excavation, backfill and coordination. This proposal includes the subcontractor cost only for the inserta valve.
- Two valves near the intersection of Airport Road and Herringbone Way & Levee Lane. Hazen to provide the following for these two valves:
 - Includes removal and replacement of concrete sidewalk
 - Includes temp sidewalk
 - Assumes no MOT needed for airport road
 - Does not include any permit cost
 - Does not include as built
 - Includes dewatering
 - Assumes daytime operations
- Void if not accepted in writing within 30 days of submission

We are willing to meet with the city to discuss this proposal in more detail at your earliest convenience to confirm / clarify the overall scope and understanding. If you would like us to complete this work, please let me know and we will schedule accordingly. If you have any questions or require additional information, please give me a call.

Sincerely,
Hazen Construction


Chad S. Hazen
Owner

Fee Schedule

City of Ormond Beach
Insert Valve Installation
1/2/2024



Row	Description	Labor Cost	Material Cost	Total
1	Herringbone Way - Detour Signs for Sidewalks	\$ 200.00	\$ 350.00	\$ 550.00
2	Herringbone Way - Asphalt Millings Temporary Sidewalks	\$ 350.00	\$ 450.00	\$ 800.00
3	Herringbone Way - Dewatering	\$ 1,700.00	\$ 5,139.84	\$ 6,839.84
4	Herringbone Way - Locate, excavate, and preparation for tap	\$ 11,514.00	\$ 250.00	\$ 11,764.00
5	Herringbone Way - Furnish & Install one Hydra-Stop Insta-Valve 12" PVC	\$ 11,380.00	\$ 15,400.00	\$ 26,780.00
6	Herringbone Way - Punch out & clean up	\$ 1,812.50	\$ 50.00	\$ 1,862.50
7	Herringbone Way - Restore Bahia sod	\$ 600.00	\$ 900.00	\$ 1,500.00
8	Herringbone Way - Replace concrete sidewalk	\$ 1,300.00	\$ 956.27	\$ 2,256.27
9	Levee Lane - Detour Signs for Sidewalks	\$ 200.00	\$ 350.00	\$ 550.00
10	Levee Lane - Asphalt Millings Temporary Sidewalks	\$ 350.00	\$ 450.00	\$ 800.00
11	Levee Lane - Dewatering	\$ 1,700.00	\$ 5,139.84	\$ 6,839.84
12	Levee Lane - Locate, excavate, and preparation for tap	\$ 11,514.00	\$ 250.00	\$ 11,764.00
13	Levee Lane - Furnish & Install one Hydra-Stop Insta-Valve 12" PVC	\$ 11,380.00	\$ 15,400.00	\$ 26,780.00
14	Levee Lane - Punch out & clean up	\$ 1,812.50	\$ 50.00	\$ 1,862.50
15	Levee Lane - Restore Bahia sod	\$ 600.00	\$ 900.00	\$ 1,500.00
16	Levee Lane - Replace concrete sidewalk	\$ 1,300.00	\$ 956.27	\$ 2,256.27
17	Longwood Drive - Furnish & Install one Hydra-Stop Insta-Valve 12" AC	\$ 5,689.00	\$ 16,805.00	\$ 22,494.00
18				
Subtotals:		\$ 63,402.00	\$ 63,797.22	\$ 127,199.22
		Bond (1.25%) - N/A		\$ 1,589.99
		Grand Total:		\$ 128,789.21



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-15
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Fleet Management		
Subject:	Purchase - Ford Explorer - FD		
Summary:	This is a request to purchase one Ford Explorer vehicle to be assigned to the Fire Inspector position within the Fire Department. The position is an addition to the Fire Department, approved by the City Commission for FY 2023-24, that requires a vehicle for the efficient and effective inspection of new and existing structures and businesses in accordance with the Florida Fire Prevention Code and local fire prevention ordinance. The 2024 Ford Explorer is being purchased from the Florida Sheriffs Contract FSA23-VEL31.0, Item 219 from Bozard Ford, Government Fleet, 540 Outlet Mall Blvd. St. Augustine, FL.		
Financial Impact:	Funding of \$41,212 for the purchase of one Ford Explorer is included in the Public Safety Vehicle and Equipment Replacement Fund - 305.		
Citizen Impact:	Maintaining up-to-date Fire Department vehicles is integral in effective Fire Safety prevention for the City.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of one Ford Explorer off of the Florida Sheriffs Contract.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	24-15 Ford Explorer-Bozard Ford (P24-0001G) - CC 854 Purchase of Ford Explorer XLT RW for Fire Inspector - FSA 23-VEL31.0 Terms and Conditions		
Approval:	Kelly McGuire, Finance Director 1/12/2024 Claire Whitley, Assistant City Manager 2/1/2024		

	Joyce Shanahan, City Manager	2/1/2024
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RESOLUTION NO. 2024-15

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE FORD EXPLORER, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEL31.0; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase one (1) 2024 Ford Explorer XLT RWD K7D for a newly created fire inspector position for the Ormond Beach Fire Department, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2024 Ford Explorer XLT RWD K7D from Bozard Ford, Co., in the amount of \$41,212.00, under the Florida Sheriffs Association Bid FSA23-VEL31.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase one (1) 2024 Ford Explorer XLT RWD K7D from Bozard Ford, Co., for a total price of \$41,212.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Public Safety Vehicle and Equipment Replacement Fund (305) in the amount of \$41,212.00 and that said funds have not been appropriated for any other purpose; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) 2024 Ford Explorer XLT RWD K7D from Bozard Ford, Co., in the amount of \$41,212.00 and to pay the costs therefore from the Public Safety Vehicle and Equipment Replacement Fund (305).

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6^h day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400356
Vendor: Bozard Ford
Resolution No. 2024-15

Requisition By: Gray Reason: Purchase of one (1) Ford Explorer XLT RW for Fire Inspector
Date: 2/6/2024
Florida Sheriffs Association Contract – FSA23-VEL31.0 – Item #219
Purchase of: Purchase of one (1) Ford Explorer XLT RW for Fire Inspector – Funding through Fund 305 – Public Safety Vehicle and Equipment

PAY ITEM

NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Ford Explorer XLT RWD	EA	1	\$39,668.00	\$39,668.00
2	Rapid Red Exterior/black cloth interior	EA	1	\$0.00	\$0.00
3	2.3 L Ecoboost engine	EA	1	\$0.00	\$0.00
4	4 thin surface mount led corner strobes	EA	1	\$999.00	\$999.00
5	Third key w/ push button start	EA	1	\$529.00	\$529.00
6	Temporary tag	EA	1	\$16.00	\$16.00
				Total:	\$41,212.00

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



**SA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles
Terms & Conditions**

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT	5
1.04 JURISDICTION	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	5
1.06 FUNDING.....	6
1.07 CURRENCY	6
1.08 GENERAL DEFINITIONS.....	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	8
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS' LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES.....	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.22 COMMUNICATIONS	11
1.23 CLARIFICATION AND ADDENDA	11
1.24 SIGNED BID CONSIDERED AN OFFER	12
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE.....	12
1.27 DEMONSTRATION OF COMPETENCY	12
1.28 VENDOR ABILITY TO PERFORM.....	13

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS.....	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS.....	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	30
2.20	LATE BIDS	30
2.21	BID OPENING	30
2.22	DETERMINATION OF RESPONSIVENESS	31
2.23	RESPONSIBLE BIDDER CRITERIA	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION	33
3.04	ADDITIONS OR DELETIONS	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	FACTORY-INSTALLED OPTIONS	35
3.14	VENDOR-INSTALLED OPTIONS	36
3.15	NON-SCHEDULED OPTIONS	36
3.16	FORCE MAJEURE	36
3.17	PURCHASE ORDERS	36
3.18	REGISTRATION, TAG, AND TITLE	37
3.19	DELIVERY	37
3.20	INSPECTION AND ACCEPTANCE	38
3.21	INVOICING AND PAYMENTS.....	38
3.22	WARRANTY.....	39
3.23	QUARTERLY REPORTS	39
3.24	ADMINISTRATIVE FEE.....	39
3.25	LIQUIDATED DAMAGES.....	40
Appendix A: Zone Map.....		42
Appendix B: Bid Calendar.....		43
Appendix C: ACH Payments		45
Appendix D: Federal Clauses.....		46

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- S. **Terms & Conditions:** This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. **Third Party Supplier:** Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. **Vendor:** The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. **Vendor Installed:** A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: [REDACTED]

Account Number: [REDACTED]

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

F.S. 119.071(5)(b)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-16
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Purchase - F150 Pickup Trucks - PW		
Summary:	This is a request to purchase two F150 XL Regular cab 4x4 pickup trucks for use by within the Utility Department. One of these vehicles will be used by the SCADA (Supervisory Control And Data Acquisition) Technician, while the second will be used by one of our Utility Locate Technicians. The SCADA Technician maintains the software system that monitors plant operations, adjusts control settings within designated operating parameters, and controls sewage and stormwater pumping stations, and water production wells. With the use of SCADA, managers can be alerted immediately when there is a station failure and make informed decisions in real-time during emergency situations. The SCADA Technican operates on components and control mechanisms at multiple facilities and with remotely located equipment including production wells and lift stations. As such, this position typically operates throughout the community and in multiple locations each day, requiring a vehicle to efficiently complete critical tasks, sometimes in areas requiring a 4x4 vehicle in order to access. The Utility Locate Technician position performs all stormwater, water and wastewater underground infrastructure locates required to be clearly marked above ground prior to any excavation for repairs, maintenance or underground lines. The addition of a dedicated vehicle is necessary as this position consists entirely of independent field work at multiple locations throughout each shift, and sometimes those locations required a 4x4 in order to access. The vehicles are being purchased off of the Florida Sheriffs Contract FSA23-VEL31.0, Item 163 from Bozard Ford, Government Fleet, 540 Outlet Mall Blvd. St. Augustine, FL.		

Financial Impact:	Funding of \$84,658 for the purchase of these two vehicles was included in the FY 2022-23 budget. Due to limited vehicle supply, the purchase was delayed, therefore a budget amendment will be necessary to reappropriate the funding to the FY 2023-24 budget within Fund 408-Water & Wastewater Vehicle & Equipment Fund.
Citizen Impact:	The SCADA and Utility Locate Technician positions are vital in providing necessary infrastructure support in maintaining regulatory compliance for the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the two Ford F150 XL Regular Cab 4X4F1L pickup trucks off of the Florida Sheriffs Contract.
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	1. 24-16 Ford F150 Pickup Trucks(P24-0008G) 2. CC 12 Purchase of 2 Ford F150 EX 4x4 for SCADA and Utility Locate Technicians 3. FSA 23-VEL31.0 Terms and Conditions 4. Ford F150 2024 Locate Tech - Bozard
Approval:	Kelly McGuire, Finance Director 1/18/2024 Claire Whitley, Assistant City Manager 2/1/2024 Joyce Shanahan, City Manager 2/1/2024

RESOLUTION NO. 2024-16

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF TWO FORD F150 PICK-UP TRUCKS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEL31.0; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase two (2) 2024 Ford F150 XL Regular Cab 4x4 F1L trucks, for two newly created positions in the Public Works Department, and

WHEREAS, Section 2-300(a)(9), Code of Ordinances, allows the City to utilize a competitive bid solicited by any other municipal, county, state or federal governmental agency, or any combination of such agencies, in purchasing items requiring competitive sealed bids, and

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase two (2) 2024 Ford F150 XL Regular Cab 4x4 F1L trucks from Bozard Ford, Co., in the amount of \$84,658.00, under the Florida Sheriffs Association Bid FSA23-VEL31.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of two (2) 2024 Ford F150 XL Regular Cab 4x4 F1L trucks from Bozard Ford, Co., for a total price of \$84,658.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Vehicle Replacement Fund (408) in the amount of \$84,658.00 and that said funds have not been appropriated for any other purpose; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of two (2) 2024 Ford F150 XL Regular Cab 4x4 F1L trucks from Bozard Ford, Co., in the amount of \$84,658.00 and to pay the costs therefore from the Vehicle Replacement Fund (408).

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6^h day of February, 2024.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400359
Vendor: Bozard Ford
Resolution No. 2024-16

Requisition By: Gray Reason: Purchase of two (2) 2024 Ford F150 XL 4x4 for SCADA Technician and Utility Locate Technician
Date: 2/6/2024
Florida Sheriffs Association Contract – FSA23-VEL31.0 – Item #163
Purchase of: Purchase of two (2) 2024 Ford F150 XL 4x4 for SCADA Technician and Utility Locate Technician
– Funding through Fund 408 – 2023-2024 Vehicle Replacement Fund

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	2024 Ford F150 XL	EA	2	\$40,715.00	\$81,430.00	
2	Oxford White Exterior/Gray Vinyl Interior	EA	2	\$0.00	\$0.00	
3	2.7L V6 Ecoboost / 10 SPD Auto Trans	EA	2	\$0.00	\$0.00	
4	4 thin surface mount led corner strobes	EA	2	\$999.00	\$1,998.00	
5	Dealer Installed Spray In Liner	EA	2	\$599.00	\$1,198.00	
6	Temporary tag	EA	2	\$16.00	\$32.00	
				Total:	\$84,658.00	

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Request for Quotations and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The Vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the CITY. The CITY expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Vendor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quotation prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



**SA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles
Terms & Conditions**

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT	5
1.04 JURISDICTION	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	5
1.06 FUNDING.....	6
1.07 CURRENCY	6
1.08 GENERAL DEFINITIONS.....	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	8
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS' LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES.....	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.22 COMMUNICATIONS	11
1.23 CLARIFICATION AND ADDENDA	11
1.24 SIGNED BID CONSIDERED AN OFFER	12
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE.....	12
1.27 DEMONSTRATION OF COMPETENCY	12
1.28 VENDOR ABILITY TO PERFORM.....	13

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS.....	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS.....	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	30
2.20	LATE BIDS	30
2.21	BID OPENING	30
2.22	DETERMINATION OF RESPONSIVENESS	31
2.23	RESPONSIBLE BIDDER CRITERIA	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION	33
3.04	ADDITIONS OR DELETIONS	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	FACTORY-INSTALLED OPTIONS	35
3.14	VENDOR-INSTALLED OPTIONS	36
3.15	NON-SCHEDULED OPTIONS	36
3.16	FORCE MAJEURE	36
3.17	PURCHASE ORDERS	36
3.18	REGISTRATION, TAG, AND TITLE	37
3.19	DELIVERY	37
3.20	INSPECTION AND ACCEPTANCE	38
3.21	INVOICING AND PAYMENTS.....	38
3.22	WARRANTY.....	39
3.23	QUARTERLY REPORTS	39
3.24	ADMINISTRATIVE FEE.....	39
3.25	LIQUIDATED DAMAGES.....	40
Appendix A: Zone Map.....		42
Appendix B. Bid Calendar.....		43
Appendix C: ACH Payments		45
Appendix D: Federal Clauses.....		46

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- S. **Terms & Conditions:** This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. **Third Party Supplier:** Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. **Vendor:** The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. **Vendor Installed:** A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting... since 1893

FLORIDA SHERIFFS ASSOCIATION

2607 Mabry Drive, Tallahassee, Florida 32308
P.O. Box 12519, Tallahassee, Florida 32317-2519

p (850) 877-2165
f (850) 878-8665
www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number [REDACTED]

Account Number [REDACTED]

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

F.S. 119.071(5)(b)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program



**SA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles Contract Packet**



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Florida Sheriffs Association (FSA) has completed its 31st year of the cooperative purchasing pursuit, administrative, and other vehicles contract. FSA is issuing the Notice of Final Award for contract FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 216 items. The contract will offer pursuit rated vehicles, administrative sedans, pickup trucks, electric vehicles, cargo and passenger vans, electric bikes, motorcycles, and other light and midsize vehicles.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 51 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 19 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, leading & serving... since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 10000, Tallahassee, Florida 32317-2516

p. (850) 877-2165
t. (850) 878-8665
www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

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Capital City Bank

Routing Number:

Account Number:

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at telldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

F.S. 119.071(5)(b)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FSA Cooperative Purchasing Program



**SA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles
Current Contract Prices**

Item #	Item Group	Item	Model #	Link
1	Administrative Sedans	Chevrolet Malibu LS	1ZC69	https://www.myvendordlink.com/external/award?z=152476&i=1
2	Administrative Sedans	Ford Mustang EcoBoost	P8T	https://www.myvendordlink.com/external/award?z=152476&i=2
3	Administrative Sedans	Nissan Altima 2.5 S FWD	13114	https://www.myvendordlink.com/external/award?z=152476&i=3
4	Administrative Sedans	Nissan Sentra S	12014	https://www.myvendordlink.com/external/award?z=152476&i=4
5	Administrative Sedans	Nissan Versa S CVT	10114	https://www.myvendordlink.com/external/award?z=152476&i=5
6	Administrative Sedans	Toyota Camry LE	2532	https://www.myvendordlink.com/external/award?z=152476&i=6
7	Administrative Sedans	Toyota Camry LE Hybrid	7514	https://www.myvendordlink.com/external/award?z=152476&i=7
8	Administrative Sedans	Toyota Camry SE	2546	https://www.myvendordlink.com/external/award?z=152476&i=8
9	Administrative Sedans	Toyota Camry XLE V6	2554	https://www.myvendordlink.com/external/award?z=152476&i=9
10	Administrative Sedans	Toyota Corolla Hatchback SE CVT A/T	6272	https://www.myvendordlink.com/external/award?z=152476&i=10
11	Administrative Sedans	Toyota Corolla LE	1852	https://www.myvendordlink.com/external/award?z=152476&i=11
12	Administrative Sedans	Toyota Corolla LE Hybrid	1882	https://www.myvendordlink.com/external/award?z=152476&i=12
13	Administrative Sedans	Toyota Prius LE Hybrid	1223	https://www.myvendordlink.com/external/award?z=152476&i=13
14	Cab and Chassis Trucks: 1 Ton (DRW) 4x2	Chevrolet Silverado 3500HD Crew Cab	CC31043	https://www.myvendordlink.com/external/award?z=152476&i=14
15	Cab and Chassis Trucks: 1 Ton (DRW) 4x2	Chevrolet Silverado 3500HD Regular Cab	CC31003	https://www.myvendordlink.com/external/award?z=152476&i=15
16	Cab and Chassis Trucks: 1 Ton (DRW) 4x2	Ford F-350 Regular Cab	F3G	https://www.myvendordlink.com/external/award?z=152476&i=16
17	Cab and Chassis Trucks: 1 Ton (DRW) 4x2	Ford F-350 Super Cab	X3G	https://www.myvendordlink.com/external/award?z=152476&i=17
18	Cab and Chassis Trucks: 1 Ton (DRW) 4x2	Ford F-350 Super Crew	W3G	https://www.myvendordlink.com/external/award?z=152476&i=18
19	Cab and Chassis Trucks: 1 Ton (DRW) 4x4	Chevrolet Silverado 3500HD Crew Cab	CK31043	https://www.myvendordlink.com/external/award?z=152476&i=19
20	Cab and Chassis Trucks: 1 Ton (DRW) 4x4	Chevrolet Silverado 3500HD Regular Cab	F3H	https://www.myvendordlink.com/external/award?z=152476&i=20
21	Cab and Chassis Trucks: 1 Ton (DRW) 4x4	Ford F-350 Regular Cab	X3H	https://www.myvendordlink.com/external/award?z=152476&i=21
22	Cab and Chassis Trucks: 1 Ton (DRW) 4x4	Ford F-350 Super Cab	W3H	https://www.myvendordlink.com/external/award?z=152476&i=22
23	Cab and Chassis Trucks: 1 Ton (DRW) 4x4	Ford F-350 Super Crew	W4G	https://www.myvendordlink.com/external/award?z=152476&i=23
24	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2	Ford F-450 Crew Cab	F4G	https://www.myvendordlink.com/external/award?z=152476&i=24
25	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2	Ford F-450 Regular Cab	X4G	https://www.myvendordlink.com/external/award?z=152476&i=25
26	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2	Ford F-450 Super Cab	W4G	https://www.myvendordlink.com/external/award?z=152476&i=26
27	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4	Ford F-450 Crew Cab	F4H	https://www.myvendordlink.com/external/award?z=152476&i=27
28	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4	Ford F-450 Regular Cab	X4H	https://www.myvendordlink.com/external/award?z=152476&i=28
29	Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4	Ford F-450 Super Cab	E1C	https://www.myvendordlink.com/external/award?z=152476&i=29
30	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-150 Medium Roof Cargo Van RWD	R1X	https://www.myvendordlink.com/external/award?z=152476&i=30
31	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-250 High Roof Cargo Van RWD	R1C	https://www.myvendordlink.com/external/award?z=152476&i=31
32	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-350 Medium Roof Cargo Van RWD	W1X	https://www.myvendordlink.com/external/award?z=152476&i=32
33	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-350 High Roof Cargo Van RWD	W1C	https://www.myvendordlink.com/external/award?z=152476&i=33
34	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-350 High Roof Passenger Van (Wagon) RWD	W9C	https://www.myvendordlink.com/external/award?z=152476&i=34
35	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-350 Medium Roof Cargo Van RWD	X2C	https://www.myvendordlink.com/external/award?z=152476&i=35
36	Cargo & Passenger Vans Medium/High Roof	Ford Transit T-350 Medium Roof Passenger Van (Wagon) RWD	M2CA75	https://www.myvendordlink.com/external/award?z=152476&i=36
37	Cargo & Passenger Vans Medium/High Roof	Mercedes-Benz Sprinter 2500 170 wb 4 cyl. diesel high	M2CA7H	https://www.myvendordlink.com/external/award?z=152476&i=37
38	Cargo & Passenger Vans Medium/High Roof	Mercedes-Benz Sprinter 2500 170 wb 4 cyl. diesel high	CG23405	https://www.myvendordlink.com/external/award?z=152476&i=38
39	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 2500 1WT 135 Cargo Van	CG23705	https://www.myvendordlink.com/external/award?z=152476&i=39
40	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 2500 1WT 155 Cargo Van	CG23406	https://www.myvendordlink.com/external/award?z=152476&i=40
41	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 2500 LS 135 Passenger Van	CG33405	https://www.myvendordlink.com/external/award?z=152476&i=41
42	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 3500 1WT 135 Cargo Van	CG33705	https://www.myvendordlink.com/external/award?z=152476&i=42
43	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 3500 1WT 155 Cargo Van	CG33406	https://www.myvendordlink.com/external/award?z=152476&i=43
44	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 3500 LS 135 Passenger Van	CG33706	https://www.myvendordlink.com/external/award?z=152476&i=44
45	Cargo & Passenger Vans Standard/Low Roof	Chevrolet Express 3500 LS 155 Passenger Van	RUCB53	https://www.myvendordlink.com/external/award?z=152476&i=45
46	Cargo & Passenger Vans Standard/Low Roof	Chrysler Pacifica Touring L	E3F	https://www.myvendordlink.com/external/award?z=152476&i=46
47	Cargo & Passenger Vans Standard/Low Roof	Ford E350 Cutaway Van	E4F	https://www.myvendordlink.com/external/award?z=152476&i=47
48	Cargo & Passenger Vans Standard/Low Roof	Ford E450 Cutaway Van	E1Y	https://www.myvendordlink.com/external/award?z=152476&i=48
49	Cargo & Passenger Vans Standard/Low Roof	Ford Transit T150 Low Roof Cargo Van RWD	R1Y	https://www.myvendordlink.com/external/award?z=152476&i=49
50	Cargo & Passenger Vans Standard/Low Roof	Ford Transit T250 Low Roof Cargo Van RWD	W1Y	https://www.myvendordlink.com/external/award?z=152476&i=50
51	Cargo & Passenger Vans Standard/Low Roof	Ford Transit T-350 Low Roof Cargo Van RWD	X2Y	https://www.myvendordlink.com/external/award?z=152476&i=51
52	Cargo & Passenger Vans Standard/Low Roof	Ford Transit T350 Low Roof Passenger Van (Wagon) RWD	MXCC7H	https://www.myvendordlink.com/external/award?z=152476&i=52
53	Cargo & Passenger Vans Standard/Low Roof	Mercedes-Benz Sprinter 3500XD (11 030 GVW) 170 wb	5403	https://www.myvendordlink.com/external/award?z=152476&i=53
54	Cargo & Passenger Vans Standard/Low Roof	Toyota Sienna AWD LE	5402	https://www.myvendordlink.com/external/award?z=152476&i=54
55	Cargo & Passenger Vans Standard/Low Roof	Toyota Sienna LE Hybrid	RUE153	https://www.myvendordlink.com/external/award?z=152476&i=55
56	Electric & Plug-in Hybrid Electric Vehicles: Administrative Sedans & Vans	Chrysler Pacifica Select PHEV		https://www.myvendordlink.com/external/award?z=152476&i=56

57	Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans	Ford E-Transit 1-350 Low Roof Cargo Van Regular Wheel	W1Y99K	https://www.myvendordlink.com/external/award?z=1524768&i=57
58	Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans	Nissan Leaf S 40KW	17014	https://www.myvendordlink.com/external/award?z=1524768&i=58
59	Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans	Nissan Leaf SV Plus 60KW	17313	https://www.myvendordlink.com/external/award?z=1524768&i=59
60	Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles	Chevrolet Silverado EV 4wd Crew Cab	CT35843	https://www.myvendordlink.com/external/award?z=1524768&i=60
61	Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles	Ford Mustang Mach-E (BEV) Electric	K1R Select	https://www.myvendordlink.com/external/award?z=1524768&i=61
62	Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles	Jeep Grand Cherokee 4xe Hybrid	WLXP74	https://www.myvendordlink.com/external/award?z=1524768&i=62
63	Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles	Nissan Ariya Engage e-4orce AWD	24213	https://www.myvendordlink.com/external/award?z=1524768&i=63
64	Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles	Nissan Ariya Engage FWD	24314	https://www.myvendordlink.com/external/award?z=1524768&i=64
71	Electric Bikes & Transporters	Recon Commando MX Police Patrol Power Bike	Commando	https://www.myvendordlink.com/external/award?z=1524768&i=71
72	Electric Bikes & Transporters	Recon Interceptor Police Patrol Power Bike	Interceptor	https://www.myvendordlink.com/external/award?z=1524768&i=72
73	Electric Bikes & Transporters	Recon RECON Hummer EV	Hummer EV	https://www.myvendordlink.com/external/award?z=1524768&i=73
76	Electric Bikes & Transporters	Specialized Globe ST	Globe ST	https://www.myvendordlink.com/external/award?z=1524768&i=76
77	Electric Bikes & Transporters	Specialized Levo Comp Alloy	Levo Comp Alloy	https://www.myvendordlink.com/external/award?z=1524768&i=77
78	Electric Bikes & Transporters	Specialized Levo Comp Carbon	Levo Comp Carbon	https://www.myvendordlink.com/external/award?z=1524768&i=78
79	Electric Bikes & Transporters	Specialized Tero 3.0	Tero 3.0	https://www.myvendordlink.com/external/award?z=1524768&i=79
80	Electric Bikes & Transporters	Specialized Turbo TeroX 4.0	Turbo TeroX 4.0	https://www.myvendordlink.com/external/award?z=1524768&i=80
81	Electric Bikes & Transporters	Specialized Vado IGH 3.0	Vado IGH 3.0	https://www.myvendordlink.com/external/award?z=1524768&i=81
82	Electric Bikes & Transporters	Trek Dual Sport - Commuter E-Bike	Dual Sport - Commuter E-Bike	https://www.myvendordlink.com/external/award?z=1524768&i=82
83	Electric Bikes & Transporters	Trek Fetch - Cargo E-Bike	Fetch - Cargo E-Bike	https://www.myvendordlink.com/external/award?z=1524768&i=83
84	Electric Bikes & Transporters	Trek Powerfly - Full Suspension Off Road E-Bike	Powerfly - Full Suspension Off Road E-Bike	https://www.myvendordlink.com/external/award?z=1524768&i=84
85	Electric Bikes & Transporters	Trek Service - Patrol Front Suspension	Service - Patrol Front Suspension	https://www.myvendordlink.com/external/award?z=1524768&i=85
90	Pickup Trucks - 4x2	Chevrolet Silverado 1500 Crew Cab (Short Bed 147.4") 1LT	CC10543	https://www.myvendordlink.com/external/award?z=1524768&i=90
91	Pickup Trucks - 4x2	Chevrolet Silverado 1500 Crew Cab (Standard Bed 156.9")	CC10743	https://www.myvendordlink.com/external/award?z=1524768&i=91
92	Pickup Trucks - 4x2	Chevrolet Silverado 1500 Double Cab 1WT	CC10753	https://www.myvendordlink.com/external/award?z=1524768&i=92
93	Pickup Trucks - 4x2	Chevrolet Silverado 1500 Regular Cab 1WT	CC10903	https://www.myvendordlink.com/external/award?z=1524768&i=93
96	Pickup Trucks - 4x2	Chevrolet Silverado 2500HD Crew Cab (Long Bed 172") 1LT	CC20943	https://www.myvendordlink.com/external/award?z=1524768&i=96
98	Pickup Trucks - 4x2	Chevrolet Silverado 2500HD Double Cab (Long Bed 162")	CC20953	https://www.myvendordlink.com/external/award?z=1524768&i=98
99	Pickup Trucks - 4x2	Chevrolet Silverado 2500HD Regular Cab 1WT	CC20903	https://www.myvendordlink.com/external/award?z=1524768&i=99
100	Pickup Trucks - 4x2	Chevrolet Silverado 3500HD Crew Cab 1WT DRW	CC30943	https://www.myvendordlink.com/external/award?z=1524768&i=100
101	Pickup Trucks - 4x2	Chevrolet Silverado 3500HD Double Cab 1WT DRW	CC30953	https://www.myvendordlink.com/external/award?z=1524768&i=101
102	Pickup Trucks - 4x2	Chevrolet Silverado 3500HD Regular Cab 1WT DRW	CC30903	https://www.myvendordlink.com/external/award?z=1524768&i=102
103	Pickup Trucks - 4x2	ETR/Chevrolet HD 2500 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=103
104	Pickup Trucks - 4x2	ETR/Chevrolet HD 3500 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=104
105	Pickup Trucks - 4x2	ETR/Ford F-250 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=105
106	Pickup Trucks - 4x2	ETR/Ford F-350 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=106
107	Pickup Trucks - 4x2	ETR/Ram 2500 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=107
108	Pickup Trucks - 4x2	ETR/Ram 3500 w/ Flex Special Response Module	SRM8-6RU-1CA; SRM8-7RU	https://www.myvendordlink.com/external/award?z=1524768&i=108
109	Pickup Trucks - 4x2	Ford F-150 Super Crew Hybrid	W1K	https://www.myvendordlink.com/external/award?z=1524768&i=109
110	Pickup Trucks - 4x2	Ford F-150 XL Regular Cab	F1K	https://www.myvendordlink.com/external/award?z=1524768&i=110
111	Pickup Trucks - 4x2	Ford F-150 XL Super Cab	X1K	https://www.myvendordlink.com/external/award?z=1524768&i=111
112	Pickup Trucks - 4x2	Ford F-150 XL Super Crew Cab	W1K	https://www.myvendordlink.com/external/award?z=1524768&i=112
113	Pickup Trucks - 4x2	Ford F-250 Super Duty XL Crew Cab	W2A	https://www.myvendordlink.com/external/award?z=1524768&i=113
114	Pickup Trucks - 4x2	Ford F-250 XL Super Duty Regular Cab SRW	F2A	https://www.myvendordlink.com/external/award?z=1524768&i=114
115	Pickup Trucks - 4x2	Ford F-250 XL Super Duty Super Cab	X2A	https://www.myvendordlink.com/external/award?z=1524768&i=115
116	Pickup Trucks - 4x2	Ford F-350 XL Super Duty Crew Cab DRW	W3C	https://www.myvendordlink.com/external/award?z=1524768&i=116
117	Pickup Trucks - 4x2	Ford F-350 XL Super Duty Regular Cab DRW	F3C	https://www.myvendordlink.com/external/award?z=1524768&i=117
118	Pickup Trucks - 4x2	Ford F-350 XL Super Duty Super Cab DRW	X3C	https://www.myvendordlink.com/external/award?z=1524768&i=118
119	Pickup Trucks - 4x2	Ford Maverick 4x2	W8A	https://www.myvendordlink.com/external/award?z=1524768&i=119
120	Pickup Trucks - 4x2	Nissan Frontier S V6 4x2 CC A/T	32114	https://www.myvendordlink.com/external/award?z=1524768&i=120
121	Pickup Trucks - 4x2	Nissan Frontier SV LWB 4x2 CC A/T	33114	https://www.myvendordlink.com/external/award?z=1524768&i=121
122	Pickup Trucks - 4x2	Nissan Frontier SV SWB 4x2 CC A/T	32314	https://www.myvendordlink.com/external/award?z=1524768&i=122
123	Pickup Trucks - 4x2	Nissan Titan S Crew Cab	38314	https://www.myvendordlink.com/external/award?z=1524768&i=123
124	Pickup Trucks - 4x2	Ram 1500 Big Horn Crew Cab 4x2 5.7 Bed	DT1H98	https://www.myvendordlink.com/external/award?z=1524768&i=124
125	Pickup Trucks - 4x2	Ram 1500 Big Horn Crew Cab 4x2 6.4 Bed	DT1H91	https://www.myvendordlink.com/external/award?z=1524768&i=125
126	Pickup Trucks - 4x2	Ram 1500 Big Horn Quad Cab 4x2 6.4 Bed	DT1H41	https://www.myvendordlink.com/external/award?z=1524768&i=126
127	Pickup Trucks - 4x2	Ram 1500 Tradesman Crew Cab	DT1L98	https://www.myvendordlink.com/external/award?z=1524768&i=127
128	Pickup Trucks - 4x2	Ram 1500 Tradesman Quad Cab	DT1L41	https://www.myvendordlink.com/external/award?z=1524768&i=128

129	Pickup Trucks – 4x2	Ram 2500 Tradesman Crew Cab	DJ2L92	https://www.myvendorlink.com/external/award?z=1524768&i=129
130	Pickup Trucks – 4x2	Ram 2500 Tradesman Regular Cab	DJ2L62	https://www.myvendorlink.com/external/award?z=1524768&i=130
131	Pickup Trucks – 4x2	Ram 3500 Tradesman Crew Cab DRW	D23L92	https://www.myvendorlink.com/external/award?z=1524768&i=131
132	Pickup Trucks – 4x2	Ram 3500 Tradesman Regular Cab DRW	D23L62	https://www.myvendorlink.com/external/award?z=1524768&i=132
135	Pickup Trucks – 4x2	Toyota Tundra SR Double Cab	8242	https://www.myvendorlink.com/external/award?z=1524768&i=135
136	Pickup Trucks – 4x2	Toyota Tundra SR5 CrewMax	8261	https://www.myvendorlink.com/external/award?z=1524768&i=136
138	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Crew Cab (Short Bed 147.4") 1L	CK10543	https://www.myvendorlink.com/external/award?z=1524768&i=138
139	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Crew Cab (Short Bed 147.4") 1V	CK10543	https://www.myvendorlink.com/external/award?z=1524768&i=139
140	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Crew Cab (Standard Bed 156.9")	CK10743	https://www.myvendorlink.com/external/award?z=1524768&i=140
141	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Crew Cab (Standard Bed 156.9")	CK10743	https://www.myvendorlink.com/external/award?z=1524768&i=141
143	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Double Cab 1WT 4x4	CK10753	https://www.myvendorlink.com/external/award?z=1524768&i=143
144	Pickup Trucks – 4x4	Chevrolet Silverado 1500 Regular Cab 1WT 4x4	CK10903	https://www.myvendorlink.com/external/award?z=1524768&i=144
146	Pickup Trucks – 4x4	Chevrolet Silverado 2500HD Crew Cab (Long Bed 172") 1L	CK20943	https://www.myvendorlink.com/external/award?z=1524768&i=146
148	Pickup Trucks – 4x4	Chevrolet Silverado 2500HD Crew Cab (Standard Bed 152")	CK20743	https://www.myvendorlink.com/external/award?z=1524768&i=148
150	Pickup Trucks – 4x4	Chevrolet Silverado 2500HD Double Cab (Long Bed 162")	CK20953	https://www.myvendorlink.com/external/award?z=1524768&i=150
152	Pickup Trucks – 4x4	Chevrolet Silverado 2500HD Double Cab (Standard Bed 152")	CK20753	https://www.myvendorlink.com/external/award?z=1524768&i=152
154	Pickup Trucks – 4x4	Chevrolet Silverado 2500HD Regular Cab 1WT 4x4	CK20903	https://www.myvendorlink.com/external/award?z=1524768&i=154
156	Pickup Trucks – 4x4	Chevrolet Silverado 3500HD Crew Cab 1WT DRW 4x4	CK30943	https://www.myvendorlink.com/external/award?z=1524768&i=156
158	Pickup Trucks – 4x4	Chevrolet Silverado 3500HD Double Cab 1WT SRW 4x4	CK30953	https://www.myvendorlink.com/external/award?z=1524768&i=158
160	Pickup Trucks – 4x4	Chevrolet Silverado 3500HD Regular Cab 1WT DRW 4x4	CK30903	https://www.myvendorlink.com/external/award?z=1524768&i=160
161	Pickup Trucks – 4x4	Ford F-150 Super Crew Hybrid	W1L	https://www.myvendorlink.com/external/award?z=1524768&i=161
162	Pickup Trucks – 4x4	Ford F-150 XL Crew Cab 4x4	W1L	https://www.myvendorlink.com/external/award?z=1524768&i=162
163	Pickup Trucks – 4x4	Ford F-150 XL Regular Cab 4x4	F1L	https://www.myvendorlink.com/external/award?z=1524768&i=163
164	Pickup Trucks – 4x4	Ford F-150 XL Super Cab 4x4	X1L	https://www.myvendorlink.com/external/award?z=1524768&i=164
165	Pickup Trucks – 4x4	Ford F-150 XLT Crew Cab 4x4	W3L	https://www.myvendorlink.com/external/award?z=1524768&i=165
166	Pickup Trucks – 4x4	Ford F-150 XLT Regular Cab 4x4	F1L	https://www.myvendorlink.com/external/award?z=1524768&i=166
167	Pickup Trucks – 4x4	Ford F-150 XLT Super Cab 4x4	X3L	https://www.myvendorlink.com/external/award?z=1524768&i=167
168	Pickup Trucks – 4x4	Ford F-250 XL Super Duty Crew Cab 4x4	W2B	https://www.myvendorlink.com/external/award?z=1524768&i=168
169	Pickup Trucks – 4x4	Ford F-250 XL Super Duty Regular Cab 4x4	F2B	https://www.myvendorlink.com/external/award?z=1524768&i=169
170	Pickup Trucks – 4x4	Ford F-250 XL Super Duty Super Cab 4x4	X2B	https://www.myvendorlink.com/external/award?z=1524768&i=170
171	Pickup Trucks – 4x4	Ford F-350 XL Super Duty Regular Cab DRW 4x4	W3D	https://www.myvendorlink.com/external/award?z=1524768&i=171
172	Pickup Trucks – 4x4	Ford F-350 XL Super Duty Super Cab DRW 4x4	F3D	https://www.myvendorlink.com/external/award?z=1524768&i=172
173	Pickup Trucks – 4x4	Ford F-350 XL Super Duty Super Cab DRW 4x4	X3D	https://www.myvendorlink.com/external/award?z=1524768&i=173
174	Pickup Trucks – 4x4	Ford Maverick 4x4	W8B	https://www.myvendorlink.com/external/award?z=1524768&i=174
175	Pickup Trucks – 4x4	GMC Sierra 2500HD Crew Cab (Standard Bed 158.9") 1SA	TK20743	https://www.myvendorlink.com/external/award?z=1524768&i=175
176	Pickup Trucks – 4x4	Jeep Gladiator Sport 4x4	JT1L98	https://www.myvendorlink.com/external/award?z=1524768&i=176
177	Pickup Trucks – 4x4	Nissan Frontier S V6 4x4 CC A/T	32014	https://www.myvendorlink.com/external/award?z=1524768&i=177
178	Pickup Trucks – 4x4	Nissan Frontier SV LWB 4x4 CC A/T	32214	https://www.myvendorlink.com/external/award?z=1524768&i=178
179	Pickup Trucks – 4x4	Nissan Frontier SV SWB 4x4 CC A/T	32214	https://www.myvendorlink.com/external/award?z=1524768&i=179
180	Pickup Trucks – 4x4	Nissan Titan S King Cab 4x4	37214	https://www.myvendorlink.com/external/award?z=1524768&i=180
181	Pickup Trucks – 4x4	Ram 1500 Big Horn Crew Cab 4x4 5.7 Bed	DT6H98	https://www.myvendorlink.com/external/award?z=1524768&i=181
182	Pickup Trucks – 4x4	Ram 1500 Big Horn Crew Cab 4x4 6.4 Bed	DT6H91	https://www.myvendorlink.com/external/award?z=1524768&i=182
183	Pickup Trucks – 4x4	Ram 1500 Big Horn Quad Cab 4x4 6.4 Bed	DT6H41	https://www.myvendorlink.com/external/award?z=1524768&i=183
184	Pickup Trucks – 4x4	Ram 2500 Tradesman Crew Cab 4x4	DJ7L92	https://www.myvendorlink.com/external/award?z=1524768&i=184
185	Pickup Trucks – 4x4	Ram 2500 Tradesman Regular Cab 4x4	DJ7L62	https://www.myvendorlink.com/external/award?z=1524768&i=185
186	Pickup Trucks – 4x4	Ram 3500 Tradesman Crew Cab DRW 4x4	D28L92	https://www.myvendorlink.com/external/award?z=1524768&i=186
187	Pickup Trucks – 4x4	Ram 3500 Tradesman Regular Cab DRW 4x4	D28L62	https://www.myvendorlink.com/external/award?z=1524768&i=187
190	Pickup Trucks – 4x4	Toyota Tundra SR Double Cab 4x4	8342	https://www.myvendorlink.com/external/award?z=1524768&i=190
191	Pickup Trucks – 4x4	Toyota Tundra SR5 Crewmax 4x4	8361	https://www.myvendorlink.com/external/award?z=1524768&i=191
192	Pursuit Rated & Pursuit Hybrid Vehicles	Chevrolet Silverado 4x4 PPV	CK10543/9C1	https://www.myvendorlink.com/external/award?z=1524768&i=192
193	Pursuit Rated & Pursuit Hybrid Vehicles	Chevrolet Tahoe 4x2 PPV 21	CC10706/9C1	https://www.myvendorlink.com/external/award?z=1524768&i=193
194	Pursuit Rated & Pursuit Hybrid Vehicles	Chevrolet Tahoe 4x4 PPV 21	CK10706/9C1	https://www.myvendorlink.com/external/award?z=1524768&i=194
195	Pursuit Rated & Pursuit Hybrid Vehicles	Dodge Durango Pursuit V6 AWD	WDEE75	https://www.myvendorlink.com/external/award?z=1524768&i=195
196	Pursuit Rated & Pursuit Hybrid Vehicles	Dodge Durango Pursuit V8 AWD	WDEE75	https://www.myvendorlink.com/external/award?z=1524768&i=196
197	Pursuit Rated & Pursuit Hybrid Vehicles	Ford Interceptor Utility AWD 3.0L EcoBoost	K8A	https://www.myvendorlink.com/external/award?z=1524768&i=197
198	Pursuit Rated & Pursuit Hybrid Vehicles	Ford Interceptor Utility AWD 3.3L Gas	K8A	https://www.myvendorlink.com/external/award?z=1524768&i=198
199	Pursuit Rated & Pursuit Hybrid Vehicles	Ford Interceptor Utility AWD Hybrid 3.3L	K8A	https://www.myvendorlink.com/external/award?z=1524768&i=199

200	Pursuit Rated & Pursuit Hybrid Vehicles		Ford Police Responder F-150 Crew Cab 4x4	W1P	https://www.myvendorlink.com/external/award?i=1524768&i=200
201	Pursuit Rated Motorcycles		Harley Davidson Electra Glide	FLHTP	https://www.myvendorlink.com/external/award?i=1524768&i=201
202	Pursuit Rated Motorcycles		Harley Davidson Police Road Glide	FLTRXP	https://www.myvendorlink.com/external/award?i=1524768&i=202
203	Pursuit Rated Motorcycles		Harley Davidson Road King	FLHP	https://www.myvendorlink.com/external/award?i=1524768&i=203
204	Special Service Vehicles		Chevrolet Silverado 1500 Special Service Vehicle 4x2	CC10543/5W4	https://www.myvendorlink.com/external/award?i=1524768&i=204
205	Special Service Vehicles		Chevrolet Silverado 1500 Special Service Vehicle 4x4	CK10543/5W4	https://www.myvendorlink.com/external/award?i=1524768&i=205
206	Special Service Vehicles		Chevrolet Tahoe 4x4 SSV 21	CK10706/5W4	https://www.myvendorlink.com/external/award?i=1524768&i=206
207	Special Service Vehicles		Ford Expedition SSV 4x2	U1F/102A	https://www.myvendorlink.com/external/award?i=1524768&i=207
208	Special Service Vehicles		Ford F-150 Special Service Vehicle 4x2	W1T	https://www.myvendorlink.com/external/award?i=1524768&i=208
209	Special Service Vehicles		Ford F-150 Special Service Vehicle Super Crew 4x2	W1S	https://www.myvendorlink.com/external/award?i=1524768&i=209
210	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Blazer FWD	1NK26	https://www.myvendorlink.com/external/award?i=1524768&i=210
211	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Equinox FWD	1XP26	https://www.myvendorlink.com/external/award?i=1524768&i=211
212	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Suburban 4x2 1FL	CC10906	https://www.myvendorlink.com/external/award?i=1524768&i=212
213	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Tahoe 4x2 1FL	CC10706	https://www.myvendorlink.com/external/award?i=1524768&i=213
214	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Trailblazer FWD	1TR56	https://www.myvendorlink.com/external/award?i=1524768&i=214
215	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Traverse LS FWD	1NB56	https://www.myvendorlink.com/external/award?i=1524768&i=215
216	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Trax FWD	1TR58	https://www.myvendorlink.com/external/award?i=1524768&i=216
217	Utility & Hybrid Utility Vehicles - 4x2		Ford Expedition MAX XL 4x2	K1F/100A	https://www.myvendorlink.com/external/award?i=1524768&i=217
218	Utility & Hybrid Utility Vehicles - 4x2		Ford Expedition XL 4x2	U1F/100A	https://www.myvendorlink.com/external/award?i=1524768&i=218
219	Utility & Hybrid Utility Vehicles - 4x2		Ford Explorer XLT RWD	K7D	https://www.myvendorlink.com/external/award?i=1524768&i=219
220	Utility & Hybrid Utility Vehicles - 4x2		GMC Terrain SLE FWD	TXL26	https://www.myvendorlink.com/external/award?i=1524768&i=220
221	Utility & Hybrid Utility Vehicles - 4x2		Jeep Grand Cherokee Laredo 4x2 2 Row	WLTH74	https://www.myvendorlink.com/external/award?i=1524768&i=221
222	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wagoneer 4x2 Series I	W5TM75	https://www.myvendorlink.com/external/award?i=1524768&i=222
223	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler 4x4 SV 4x2	26114	https://www.myvendorlink.com/external/award?i=1524768&i=223
224	Utility & Hybrid Utility Vehicles - 4x2		Nissan Armada SV 4x2	4430	https://www.myvendorlink.com/external/award?i=1524768&i=224
225	Utility & Hybrid Utility Vehicles - 4x2		Toyota Rav4 LE Utility & Hybrid	7946	https://www.myvendorlink.com/external/award?i=1524768&i=225
226	Utility & Hybrid Utility Vehicles - 4x2		Toyota Sequoia SR5 Hybrid	1NR26	https://www.myvendorlink.com/external/award?i=1524768&i=226
227	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Blazer AWD	CK10906	https://www.myvendorlink.com/external/award?i=1524768&i=227
228	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Suburban 4x4 1FL	CK10706	https://www.myvendorlink.com/external/award?i=1524768&i=228
229	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Tahoe 4x4 1FL 21	1TV56	https://www.myvendorlink.com/external/award?i=1524768&i=229
230	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Trailblazer AWD LS	1NV56	https://www.myvendorlink.com/external/award?i=1524768&i=230
231	Utility & Hybrid Utility Vehicles - 4x2		Chevrolet Traverse LS AWD	R9B	https://www.myvendorlink.com/external/award?i=1524768&i=231
232	Utility & Hybrid Utility Vehicles - 4x2		Ford Bronco Sport	K1G/100A	https://www.myvendorlink.com/external/award?i=1524768&i=232
233	Utility & Hybrid Utility Vehicles - 4x2		Ford Expedition MAX XL 4x4	U1G/100A	https://www.myvendorlink.com/external/award?i=1524768&i=233
234	Utility & Hybrid Utility Vehicles - 4x2		Ford Expedition XL 4x4	K8D	https://www.myvendorlink.com/external/award?i=1524768&i=234
235	Utility & Hybrid Utility Vehicles - 4x2		Ford Explorer XLT AWD	WLH74	https://www.myvendorlink.com/external/award?i=1524768&i=235
236	Utility & Hybrid Utility Vehicles - 4x2		Jeep Grand Cherokee Laredo 4x4 3 Row	WSM75	https://www.myvendorlink.com/external/award?i=1524768&i=236
237	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler 4x4 Series I	JUL72	https://www.myvendorlink.com/external/award?i=1524768&i=237
238	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler 2 Door 4x4 A/T	JUL74	https://www.myvendorlink.com/external/award?i=1524768&i=238
239	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler 4 Door 4x4 A/T	JUL72 (24S)	https://www.myvendorlink.com/external/award?i=1524768&i=239
240	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler Sport 2 Door 4x4 A/T	JUL74 (24S)	https://www.myvendorlink.com/external/award?i=1524768&i=240
241	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler Sport 4 Door 4x4 Hybrid	26214	https://www.myvendorlink.com/external/award?i=1524768&i=241
242	Utility & Hybrid Utility Vehicles - 4x2		Jeep Wrangler Unlimited Sport 4 Door 4x4 A/T	4432	https://www.myvendorlink.com/external/award?i=1524768&i=242
243	Utility & Hybrid Utility Vehicles - 4x2		Nissan Armada SV 4x4	26214	https://www.myvendorlink.com/external/award?i=1524768&i=243
244	Utility & Hybrid Utility Vehicles - 4x2		Toyota Rav4 LE AWD	4432	https://www.myvendorlink.com/external/award?i=1524768&i=244
245	Utility & Hybrid Utility Vehicles - 4x2		Toyota Rav4 LE Hybrid AWD	4435	https://www.myvendorlink.com/external/award?i=1524768&i=245
246	Utility & Hybrid Utility Vehicles - 4x2		Toyota Sequoia SR5 4x4 Hybrid	7947	https://www.myvendorlink.com/external/award?i=1524768&i=246
247	Utility & Hybrid Utility Vehicles - 4x2				
248	Utility & Hybrid Utility Vehicles - 4x2				
249	Utility & Hybrid Utility Vehicles - 4x2				
250	Utility & Hybrid Utility Vehicles - 4x2				
251	Utility & Hybrid Utility Vehicles - 4x2				
252	Utility & Hybrid Utility Vehicles - 4x2				
253	Utility & Hybrid Utility Vehicles - 4x2				

FSA Cooperative Purchasing Program



**SA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles
Final Award Report**

FSA CONTRACT ZONE MAP

WESTERN



WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL



NORTHERN

CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

SOUTHERN



Awarded Vendor	Active on Contract	Sales Contact	Email	City	State	Phone Number
ACF Standby Systems	Equipment	Carlos Acetuno	C.Acetuno@acfpower.com	Tampa	FL	(407) 450-5393
Alamo Group Texas LLC	Equipment		bids@alamo-group.com	Seguin	TX	(830) 372-9637
All Roads Kenworth, LLC.	Equipment	Michael Crawford	mcrawford@allroadstrucks.com	Dundalk	MD	(352) 427-5462
All Roads Kenworth, LLC.	Heavy Trucks & Buses	Michael Crawford	mcrawford@allroadstrucks.com	Dundalk	MD	(352) 427-5462
All Traffic Solutions, Inc.	Equipment		contracts@alltrafficsolutions.com	State College	PA	(814) 237-9005
Alligator Alley Harley-Davidson & Other Vehicles	Pursuit, Administrative, & Other Vehicles	Scott Otton	stephen@alligatoralleyharley.com	Sunrise	FL	954 7935167
Alta Construction Equipment Florida, LLC	Equipment	K. Gray	kgray@altaequipfl.com	Tampa	FL	(813) 391-8159
Ameri-Recreational Sports, LLC	Equipment	T. Bond	tbond@arspowersports.com	Okeechobee	FL	(863) 467-0900
Recon Power Bikes	Pursuit, Administrative, & Other Vehicles	Chris Warren	chris@reconpowerbikes.com	Fort Wayne	IN	(888) 485-2589
ARI Phoenix, Inc.	Equipment	Tekla Goodwin	teklagoodwin@ari-hetra.com	Sharonville	OH	(513) 229-3750
AssetWorks Inc formerly Trapeze Software	Electric Vehicle Charging	John Crane	john.crane@assetworks.com			(484) 801-0317
ATMAX Equipment Co.	Equipment		anneg@mowermax.com	Tampa	FL	(813) 634-1111
Bachrodt FT, LLC dba Palmetto Ford of Miami	Heavy Trucks & Buses	Charlie Rodgers	croddgers@palmettofordtrucks.com	Miami	FL	(305) 470-1334
Bachrodt FT, LLC dba Palmetto Ford of Miami	Pursuit, Administrative,	Charlie Rodgers	croddgers@palmettofordtrucks.com	Miami	FL	305 4701334
BBA PUMPS	Equipment	J. Booth	jbooth@bbapumps.com	North Charleston	SC	(843) 849-3676
Beck Chrysler Dodge Jeep	Equipment		contractinfo@beckfleet.com	palatka	FL	(386) 937-9394
Blink Network LLC*	Equipment		adobrikova@blinkcharging.com			
Bozard Ford *	Heavy Trucks & Buses	Amy Dobrikova	jeason@bozard.com	St. Augustine	FL	(904) 436-6321
Bozard Ford	Pursuit, Administrative,	Jeffrey Eason	jeason@bozard.com	St. Augustine	FL	904 4366321
Broyhill Equipment LLC	Heavy Trucks & Buses	Jeffrey Eason	accounting@broyhill.com	Dakota City	NE	(402) 987-3412
Bush Hog LLC	Equipment	Tammy Steemken	jill@manufacturerssolutionsteam.com	Selma	AL	(334) 874-2700
Carswell Distributing Company	Equipment	Jill	amoss@carswelldist.com	Winston-Salem	NC	(678) 951-5732
Certified Lift Installation & Maintenance Corp	Equipment		PISTERN@LIFTNOW.COM	Yorktown Heights	NY	(914) 424-3479
Chrysler Dodge Jeep Ft Walton Beach	Pursuit, Administrative,	Eric Jore	ejore@steponeauto.com	Ft. Walton Beach	FL	407 2345116
Clark Equipment Company	Equipment	Barry Hanson	barry.hanson@doosan.com	West Fargo	ND	(701) 241-8793
Container Systems & Equipment Co., Inc.	Equipment	William Young	byoung@containersys.com	Daytona Beach	FL	(386) 253-5555
Container Systems & Equipment Co., Inc.	Heavy Trucks & Buses	William Young	byoung@containersys.com	Daytona Beach	FL	(386) 253-5555
Crimson Technology Products, LLC	Equipment	Stacia Carter	scarter@crimsontechnologyproducts.com	Apopka	FL	4074944435
Cumberland International Trucks of Florida	Heavy Trucks & Buses	Chuck Calhoun	ccalhoun@cltte.com	Orlando	FL	(407) 849-6440
DeLand Truck Center, Inc.	Equipment	Howard Williams	howard@delandtruckcenter.com	DeLand	FL	(386) 734-8740
DeLand Truck Center, Inc.	Heavy Trucks & Buses	Howard Williams	howard@delandtruckcenter.com	DeLand	FL	(386) 734-8740
Dobbs Equipment, LLC	Equipment	Tim Kern	timothy.kern@dobbssequipment.com	Fort Myers	FL	(404) 472-7034
Duke Equipment, Inc	Equipment		SteveR@floridaforklift.com	Tampa	FL	(813) 422-0462
Duval Ford LLC	Heavy Trucks & Buses	Richard Tackett	richard.tackett@duvalfleet.com	Jacksonville	FL	(904) 388-2144
Duval Ford LLC	Pursuit, Administrative,	Richard Tackett	richard.tackett@duvalfleet.com	Jacksonville	FL	904 3882144
EFE, INC	Equipment		cvaughn@evergladesfarmequipment.com	Wellington	FL	(561) 897-0693



- NEW-
LOCATE
STURM WATER

December 6, 2023

Christine Jarrell
Garage Supervisor
City of Ormond Beach
Fleet Operations

Hi Christine

Bozard Ford is pleased to submit the following quote Based on Contract FSA23-VEL31.0

ITEM#163	2024 FORD F150 XL REG CAB 4X4 F1L	\$40,715.00
YZ/AS	OXFORD WHITE EXTERIOR/ GRAY VINYL INTERIOR	STD
99P/44G	2.7L V6 ECOBOOST/ 10 SPD AUTO TRANS	STD
4CSTSM	4 THIN SURFACE MOUNT LED CORNER STROBES	\$999.00
LINER	DEALER INSATLLED SPRAY IN LINER	\$599.00
TEMP	30 DAY TEMPORARY TAG	\$16.00

Total	\$42,329.00
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Sincerely,

Jeff Young
Government Fleet Account Manager

Contract: FSA23-VEL31.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks - 4x4

Item: 163, Ford, F-150 XL Regular Cab 4x4, F1L

Zone	Rank	Vendor	Price
Western	Primary	STEP ONE AUTOMOTIVE	\$40,068.00
	Alternate	BOZARD FORD	\$40,715.00
	Alternate	Garber Ford Inc	\$41,028.00
Northern	Primary	BOZARD FORD	\$40,715.00 ✓
	Alternate	Garber Ford Inc	\$40,825.00
Central	Primary	BOZARD FORD	\$40,715.00
	Alternate	Garber Ford Inc	\$40,927.00
Southern	Primary	BOZARD FORD	\$40,715.00
	Alternate	Garber Ford Inc	\$41,028.00

Florida Sheriffs Association Cooperative Purchasing Program Options

BOZARD FORD

Bidder:

Item make &
model:

F150 Regular Cab 4x4 (F1L)

Item number:

163

Manufacturer Order Code	Description	Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT.) OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	(\$1.00)
VV	STICK ON VENT VISORS (ADD \$75 FOR 4 DOORS)	\$ 175
4CSTSM	4, ROUND STYLE LED CORNER STROBES, FRONT MOUNTED OUTSIDE HEADLAMPS ON NON-POLICE UTILITY INTEREPTORS, REAR INSTALLED IN CLEAR LENS OF TIAL LAMPS (ADD \$50 FOR SPLIT COLOR)	\$ 899
4CSTSM	4, THIN SURFACE MOUNT LED CORNER STROBES, ADD \$50 FOR SPLIT COLOR	\$ 999
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	\$ 179
MSW1000	MODIFIED SINE WAVE 1000 WATT POWER INVERTER	\$ 899
MSW1500	MODIFIED SINE WAVE 1500 WATT POWER INVERTER	\$ 999
MSW2000	MODIFIED SINE WAVE 2000 WATT POWER INVERTER	\$ 1,125
MSW3000	MODIFIED SINE WAVE 3000 WATT POWER INVERTER	\$ 1,229
PSW700	PURE SINE WAVE 700 WATT POWER INVERTER	\$ 999
PSW1000	PURE SINE WAVE 1000 WATT POWER INVERTER	\$ 1,115
PSW2000	PURE SINE WAVE 2000 WATT POWER INVERTER	\$ 1,299
PSW3000	PURE SINE WAVE 3000 WATT POWER INVERTER	\$ 1,689
3KR	THIRD KEY WITH PROGRAMMED REMOTE	\$ 429
3KPS	THIRD KEY WITH PUSH BUTTON START REMOTE FOR MODELS WITH PUSH BUTTON START ONLY	\$ 529
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGLES IN PLASIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	\$ 399
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	\$ 299
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	\$ 899
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	\$ 1,500
TINT	DEALER INSTALLED WINDOW TINT, ADD \$100 FOR STRIP ON WINDSHIELD/DEDUCT \$100 FOR FRONT WINDOWS ONLY	\$ 425

LINER	DEALER INSTALLED SPRAY LINER (AVAILABLE ON F150, SUPER-DUTY, MAVERICK)	599	✓
LINERU	DEALER INSTALLED SPRAY LINER FOR UTILITY BODY (ADD \$100 FOR BUMPERS, ADD \$100 FOR TOPS)	999	
UCOAT	VALUGARD UNDERCOAT - AVAILABLE FOR PICKUP TRUCKS, SUVs & ADMIN	699	
UCOAT8U	VALUGARD UNDERCOAT FOR 8 FOOT UTILITY, FLATBED, CHASSIS	799	
UCOAT9U	VALUGARD UNDERCOAT FOR 9 FOOT UTILITY, FLATBED	849	
UCOAT11U	VALUGARD UNDERCOAT FOR 11 FOOT UTILITY, 12' FLATBED	899	
NST	NEW TAG (SPECIFY STATE, CITY, COUNTY, SHERIFF)	\$ 185	
TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	\$ 100	
TEMP	30 DAY TEMPORARY TAG	\$ 16	✓
NSO	NON-SCHEDULED OPTION. CONTACT DEALER FOR QUOTE AND AVAILABILITY ON ADDITIONAL AFTER-MARKET INSTALLED EQUIPMENT, INCLUDING BUT NOT LIMITED TO SERVICE BODIES, LIGHTING, WINCHES, ETC. OFFERED AT A PERCENTAGE MARK UP OVER COST-TO-DEALER (INCLUDES ANY FREIGHT AND INSTALLATION). NOT TO EXCEED MANUFACTURER'S SUGGESTED RETAIL PRICE.	28.0%	
MFMP	OPTION TO COVER POSSIBLE ADDITIONAL PAYMENT PROCESSING FEES (OVER AND ABOVE THE FSA ADMIN FEE OUTLINED IN TERMS AND CONDITIONS) THAT MAY ARISE WHEN A FLORIDA STATE AGENCY DEVIATES FROM DMS CONTRACT AND PURCHASES OFF FSA CONTRACT. CHARGED AS A PERCENTAGE OF THE PURCHASE ORDER.	1.0%	



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-17
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Additional Work - CUP Modification Assistance		
Summary:	This is a request to approve work by Barnes, Ferland, and Associates, Inc. (BFA) for services pertaining to renewal of the City's Consumptive Use Permit (CUP) No. 8932. The City's Consumptive Use Permit (CUP) allows our utility to withdraw water from surface and groundwater supplies for reasonable and beneficial uses such as public supply (drinking water), agricultural and landscape irrigation, and industry and power generation. The drinking water process at the Water Treatment Plant requires pulling sufficient raw water from the aquifer to supply the plant. In order for the City to be able to withdraw raw water from the Floridan Aquifer, the City must have an approved CUP Permit as regulated by the Saint Johns River Water Management District (SJRWMD). Each permit has a limited duration and must be renewed upon expiration; the City's current CUP Permit was established on January 8, 2008 with an expiration date of May 11, 2024. BFA presently serves as the City's primary consultant for SJRWMD CUP matters. BFA is currently under continuing contract with the City and has a well-established record of success facilitating the City's CUP with the SJRWMD. Furthermore, BFA possesses historical records of the City's raw and treated water supply through our last major compliance update in 2015 as well as their work preparing and submitting required periodic reports to SJRWMD. In order to obtain a new CUP permit, BFA is required to submit information pertaining to anticipated development population projections in the City's service area, the status of the City's current and future reclaimed water usage projections, the City's current and future water conservation efforts, City supplied documentation showcasing the accuracy of the City's potable water meters currently in operation,		

and status reports pertaining to wetland monitoring locations in the Rima Ridge wellfield region. Once this information is compiled into a comprehensive report, the BFA team can request a CUP permit renewal, on the City's behalf, with a twenty (20) year time horizon.

On January 19, 2021, the City approved a Work Authorization to BFA for work pertaining to the submittal and approval of a new CUP permit application. At the time of the initial comprehensive report being completed, BFA and the City began discussing various aspects of the report with SJRWMD during multiple pre-application meetings. During these initial permit renewal meetings, the SJRWMD team instructed the City to postpone their formal permit application submittal. The reasons provided by the SJRWMD for the postponement request were twofold: the SJRWMD team was currently in the process of creating a new groundwater model for the Volusia County region and also due to the information pertaining to the anticipated developer population projections within the original application being deemed insufficient to justify the City's request to increase groundwater withdrawal by 5 million gallons per day, bringing the projected average day withdrawal in 2044 to be approximately 13 million gallons per day. BFA prior to this meeting, however, had completed the permit application and performed their required modeling efforts. As such, BFA had completed the items outlined in their original task authorization.

Notification of completion of SJRWMD's new model, the "Central Springs Model", was sent to permitted agencies, including the City of Ormond Beach, on January 31, 2024. Additionally, since 2021, Staff has continued to have additional conversations with developers in the City's service area, resulting in better documentation for future population and demand projections.

With the SJRWMD announcing the completion of their new groundwater model and with Staff having obtained additional documentation pertaining to future developer projections, City staff requested a new proposal from BFA to revise their original report with information from 2021 to more current 2024 information. The attached work authorization is aimed at allowing BFA to run new groundwater model projections utilizing the updated population projections and new program, revising the City's projected reclaimed water needs to meet required senate bill 64 (executed in June of 2021) activities, review the City's conservation efforts using potable water meter information from calendar year 2023-2024, and submit the City's CUP permit application for the upcoming renewal period. Utilization of the new groundwater model and the updated developer projections supports more accurate projections of the City's anticipated water supply needs and positions the City to successfully meet critical potable water demands for the next twenty (20) years. If the City does not submit a CUP permit application by May of this calendar year, then the City will potentially be subjected to permit violation fines from SJRWMD if they continue to pull raw water from the aquifer after this deadline.

Financial Impact:	The \$78,626 is not currently included in the FY 2023-23 budget from Fund 409 - Water and Wastewater Renewal and Replacement. A budget amendment will be necessary.
Citizen Impact:	Completing the CUP renewal process allows the City to continue delivering drinking water for the residents in Ormond Beach's service area.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the additional work to Barnes, Ferland, and Associates, Inc. for services pertaining to the City's Consumptive Use Permit Renewal.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24- 17 CUP Renewal Add work Barnes Ferland (P24-0004G) 2. BFA Work Authorization
Approval:	Kelly McGuire, Finance Director 1/12/2024 Claire Whitley, Assistant City Manager 2/1/2024 Joyce Shanahan, City Manager 2/1/2024

RESOLUTION NO. 2024-17

A RESOLUTION ACCEPTING A PROPOSAL FROM BARNES, FERLAND, AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES REGARDING ADDITIONAL WORK ASSOCIATED WITH THE PREPARATION OF A CONSUMPTIVE USE PERMIT MODIFICATION AND RENEWAL; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on January 19, 2021, by Resolution 2021-35, the city approval a work authorization with Barnes, Ferland and Associates, Inc. to provide professional services regarding the preparation of a consumptive use permit modification and renewal, and

WHEREAS, additional work is required due to the need to include information regarding anticipated developments and the addition of three new wells within the city's service area, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Water/Wastewater Renewal & Replacement Fund (409) for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal submitted by Barnes, Ferland and Associates, Inc. to perform the Project at a total cost not to exceed \$78,626.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Barnes, Ferland and Associates, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Water/Wastewater Renewal & Replacement Fund (409).

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Barnes, Ferland and Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Consumptive Use Permit Modification & Renewal Assistance
Additional Work

Project Description: SJRWMD requested the City to delay submitting the permit renewal application to allow them to establish a new groundwater model for the Volusia County Region. The model is complete but the new model requires additional work to reflect current conditions, as detailed in the attached proposal dated December 22, 2023.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
CUP Modification for 3 New Wells	Fixed Fee	\$9,174.00
Project Management/Meetings	Fixed Fee	\$14,552.00
Data Collection & Review	Fixed Fee	\$6,481.00
Water Use Analysis	Fixed Fee	\$4,944.92
Water Conservation Program	Fixed Fee	\$1,661.24
Water Resource Evaluations	Fixed Fee	\$12,878.56
Alternative Water Supplies (AWS)	Fixed Fee	\$2,821.36
CUP Application & Supporting Documentation	Fixed Fee	\$18,693.68
RAI Responses	Fixed Fee	5,946.08
Reimbursable Expenses	Actual Cost	<u>\$1,473.60</u>
Total Fee Authorized:	Not to Exceed	\$78,626.00

Funding Source: Water & Wastewater Renewal & Replacement Fund (409)

Estimated Time for Completion: Draft CUP Modification Package for City Review
60 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
BARNES FERLAND & ASSOCIATES, INC.

By: _____
Bill Partington
Mayor

By: _____
Willie E. Thomas, P.E.
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

- 1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- 2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- 3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

December 22, 2023

Mr. Shawn Finley, P.E.
Public Works Director
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, Florida 32174

SUBJECT: Barnes, Ferland and Associates, Inc. (BFA) Amendment to the January 19, 2021, BFA Work Authorization (Resolution 2021-35) for Consumptive Use Permit Modification and Renewal Assistance.

Dear Shawn:

The following is an amendment to the January 19, 2021, BFA Work Authorization (Resolution 2021-35) for the St. Johns River Water Management District (District) Consumptive Use Permit modification and renewal assistance.

SCOPE OF WORK FOR CUP MODIFICATION

The projected raw water demand demonstrates that the City will need additional raw water capacity in the upcoming years. Wells 412898, 412899 and 412900 were previously permitted along State Road 40 during the 2004 CUP renewal (Condition No. 37). However, well sites/parcels were not acquired, and the wells were not constructed. Instead, the City is requesting construction of these three (3) new wells at their West Ormond Wetland Park property near the intersection of Airport Road and Granada Blvd/SR-40 (Figure 1). This will require a CUP Modification (Condition No. 3) with similar well design requested in the 2004 CUP renewal. These new wells are intended to replace the withdrawal reduction at the Rima Ridge Wellfield (Capped at 3.15 mgd) and to improve reliability and lessen drawdown near MFL lakes.

These new wells are proposed to be constructed with 12-inch diameter PVC inner casings to approximately 120 feet and open boreholes to a total depth of 300 ft-bls within the Upper Floridan aquifer (UFA). For this CUP Modification, the City is not requesting an increase in CUP allocation. The nearby Hudson Wellfield average annual withdrawal allocation is for 2.45 mgd and which would include capacity of these three new wells. The following tasks are proposed to complete this CUP modification.

Task 1 - Consumptive Use Permit Modification

BFA will perform the following sub-tasks to assist with the City's CUP Modification:

1. Onsite visit with City to identify approximate locations of the 3 new wells and regulatory/setback requirements.
2. Run Volusia County model to predict drawdown changes in the surficial and Upper Floridan aquifer. Confirm drawdown changes will not adversely impact nearby environmental features or existing legal users.
3. Prepare CUP Modification application/documents and review with City Staff.
4. Respond to one Request for Additional Information (if required by District).

SCOPE OF WORK FOR CUP RENEWAL

Significant progress has already been made to prepare the Draft 1 2023 CUP application renewal package; however, several evaluations/updates/editing remain to be completed as described below. The City's current DISTRICT CUP expires on May 11, 2024. Significant increases in population/water use are expected to occur within the next 20-year period (to 2044) and likely will require alternative water source(s) to meet water demands. This proposal is prepared with the assumption that the City will request a 20-year CUP permit duration with an approximate 4 to 5 mgd phased increase in total permitted allocation. Completion of the City's CUP renewal will involve satisfying the following District requirements based on the:

- City's existing CUP Compliance Conditions.
- District's CUP Applicant's Handbook for public supply renewals.
[CUP-Handbook-20180829.pdf \(District.com\)](#)
- Draft 1 2023 CUP Document Package (current status).

Task 2 - Project Management and Meetings

Completion of the CUP renewal will require coordination and communication (phone calls, emails, virtual and field meetings, etc.) between BFA, City and DISTRICT Staff. BFA will perform project coordination on behalf of City as necessary to facilitate the work effort. The following project meetings are anticipated:

- Internal coordination and kickoff virtual meeting with City staff (following review of Draft 1 CUP Package).
- Pre-application meeting with City and DISTRICT Staff to discuss both CUP Modification and Renewal.
- Five virtual meetings with City Staff to discuss Tasks 3-8 below.
- One field meeting with City and DISTRICT staff for 3 well locations/siting and Rima Ridge wetlands/MFL conditions
- Two virtual meetings with City and DISTRICT staff regarding Requests for Additional Information (RAI)

Task 3 - Data Collection and Review

BFA already has much of the information needed for this CUP renewal (thru 2021), however, current data will be requested for certain analyses. BFA will prepare a letter to City requesting pertinent information needed to complete the CUP analyses including metered pumping records, water quality data, water levels data, operational data, CUP Condition status and compliance reports/data and population/water use planning documents. BFA will also obtain relevant documents and files from DISTRICT, FDEP, USGS and other Consultants as required for the submittal.

Task 4 - Water Use Analyses

The current City CUP was approved by DISTRICT for average annual daily permitted allocation of 8.179 mgd groundwater from the Upper Floridan aquifer to serve a projected population of 56,890 in 2024 with water for household, industrial and commercial, and water utility type uses.

Historical Water Use - In order to demonstrate that the proposed water use is both reasonable and beneficial, it is important to analyze historical usage. Water usage will be tabulated and graphed by BFA to determine annual and seasonal water use trends for each of the water use types. Data will also be used to evaluate per capita water use during the past five years (2019 to 2023).

Water Audit - is an accounting of all water into and out of a use facility/system as well as an in depth

record and field examination of the distribution system that carries the water, with the intent to determine the operational efficiency of the system and identify sources of water loss and revenue loss. BFA will assist City with performing a current (2022-2023) water audit to submit with the CUP application. Flow meter inventory/calibration/replacement will also be summarized. Unaccounted for loss greater than 10% will require a leak detection survey of the main lines and is not included in this scope.

Projected Water Use - Significant population growth and water use increases are expected in the City's utility service area during the next 20 years. Potable water demand is estimated to increase as new developments are completed to a CUP total annual average allocation between 12 to 13 mgd in 2044. Proper accounting for each proposed water use is essential to establish that the use is reasonable, beneficial, and in the public interest. BFA will assist City in identifying the total annual requested water use allocation in million gallons per year. Annual water usage will be projected for each of the City's water use types. BFA will coordinate with City staff regarding potable water demand projections for planned developments.

Task 5 - Water Conservation Program

All Applicants must demonstrate that environmentally, technically, and economically feasible water conservation measures applicable to the proposed use have been or will be employed. BFA will work with City in developing/updating the Draft 1 water conservation plan designed to maximize water conservation and water use efficiency. BFA will assist City and evaluate/highlight their efforts of the existing water conservation program and will explain how its proposed plan will effectively promote water conservation. The conservation efforts will be summarized, and per capita consumption will be evaluated for the past five years. Typical water conservation elements include:

- A water conservation public education program
- An outdoor water use reduction program
- A water loss reduction program if water losses exceed 10%
- An indoor water conservation program
- Water conservation promoting rate structure

Task 6 - Water Resource Evaluations

The DISTRICT will require reasonable assurance that CITY's withdrawals will not cause adverse impacts to environmental features or existing legal users. To meet future demands, BFA will investigate increasing raw water withdrawals from existing and new wells at the Hudson and Rima Ridge wellfield vicinity. Three lakes lie south of the Rima Ridge Wellfield, which have limitations or Minimum Flows and Levels (MFLs) and various wetlands exist within the western Hudson and Rima Ridge wellfields. A potential also exists for saline water intrusion at City's eastern Division and SR 40 Wellfields.

BFA will provide/update a summary of City's water resource conditions for the CUP supporting document including the City's wetlands and saline monitoring data evaluations. BFA anticipates two field meetings with DISTRICT staff to review proposed new well locations and observe hydrobiologic conditions at Rima Ridge Wellfield compliance monitored wetlands. BFA plans to use the District's Volusia County groundwater flow model (Williams 2006 with updates in 2015) to predict impacts to MFL lakes, springs, natural areas/wetlands and existing legal uses. Several model runs have already been made (Draft 1 CUP document) and additional runs are required to assess potential impacts including final new well locations/allocations.

BFA will perform a regional environmental assessment of current condition of surface and groundwater resources in the domain of the Volusia groundwater flow model. BFA will assess potential impacts of City's proposed increased groundwater withdrawals. The assessment will determine if the proposed withdrawals meet the environmental criteria of District conditions for issuance of a CUP. The work effort will include the following:

- Review of current water resource conditions in area water and District CUP requirements.
- Evaluation of the current condition of wetlands being monitored by the City under its current CUP.
- Evaluation of the current status of water bodies with adopted MFLs within the domain of the Volusia model. This review will have a particular focus on those MFLS lakes closest to the City: Indian Lake, Coon Pond and Scoggin Lake.
- Estimate the quantitative effects of proposed withdrawals on surface water and groundwater flows and levels, and saline/fresh water quality.
- Identify CUP relevant environmental impacts based on quantitative estimates of hydrologic regime change.
- Assess the acceptability of environmental impacts based on District CUP requirements.
- The Volusia Model will be used to assist in developing a Wellfield Operation Plan as a tool to optimize wellfield pumping schedules resulting in minimized aquifer drawdown and chloride levels.

Task 7 - Alternative Water Supplies (AWS)

Applicants for CUPs with 100,000 gpd or greater annual average quantities are required to evaluate feasibility of using AWS. Typical AWS includes reclaimed water, stormwater, surface water and desalination. The City has previously evaluated and/or implemented significant AWS projects including use of reclaimed water and stormwater for irrigation, desalination of brackish water using reverse osmosis and feasibility of using Aquifer Storage Recovery for reclaimed water. BFA will evaluate and highlight the City's efforts of the existing AWS projects including fresh groundwater use offsets. BFA will assist City in evaluating the planning level feasibility of using additional AWS up to the level of effort (man-hours) allocated for this task. This is a cursory review, based on existing information, not a detailed feasibility assessment. The City may consider AWS blending brackish groundwater from deeper production zones in the Floridan aquifer system which is common for larger utilities in Central Florida.

Task 8 - Prepare CUP Application and Supporting Documentation

Significant progress has already been made to prepare the Draft 1 2023 CUP Application package; however, several evaluations/updates/editing remain to be completed as described above. BFA will prepare the Individual CUP application forms and the supporting documentation describing above Tasks 2-6. The documents will include all essential text, graphs, figures and tables. CUP application information will include GIS service area map and withdrawal locations, proof of property control and Supplemental Forms. The City will be provided a Draft 2 Application and supporting documents prior to District submittal for review and comments. BFA will make final modifications and deliver copies to the City and the District.

Task 9 - Prepare Response to Request for Additional Information (RAI)

Under this task, BFA will prepare two (2) RAI responses. The budget presented for this task is considered an allowance, which will only be accessed after receipt of an RAI. If the RAI requests the generation or analysis of significant new data and evaluations (above budgeted amount), it will be considered out of scope and additional fees may be requested.

ASSUMPTIONS

1. This proposal is prepared with the assumption that City will first seek a CUP modification to move 3 permitted wells with no increase in total CUP allocation.
2. This proposal is prepared with the assumption that City will seek a 20-year permit duration with an increase in total CUP allocations.
3. City will provide BFA with copies of pertinent compliance data/information contained in their files.
4. City will provide input regarding water use projections, water audit, water conservation and alternative water source analysis.
5. The application fee of \$200 for the CUP modification and \$1000 for CUP renewal is included in this fee for Individual CUP Renewal.
6. Leak detection survey of the water main lines and is not included in this fee.
7. City will coordinate and pay for publishing the CUP renewal notice in newspaper in accordance with Rule 40C-1.603, F.A.C.

SCHEDULE

BFA will provide the Draft 2 CUP Renewal package to the City within 60 days of notice to proceed. The CUP package will be submitted to the District within 30 days of City's review of the Draft 2 application. Request for Additional Information (RAI) response will be prepared within 45 days of receipt of comments from the District.

COMPENSATION

BFA will perform the services described above for hourly-fee-not-to-exceed cost of **\$78,626.00** as detailed in the attached fee table. Monthly invoicing will be submitted and will be based on completed work.

We appreciate the opportunity to submit our proposal for the subject project. If you have any questions or require additional information, please do not hesitate to contact me at (407-506-8472).

Sincerely,
Barnes, Ferland and Associates, Inc.



John Watson, P.H.
Vice President

cc:

Alex Schumann, PE/City Engineer
Mike Stephenson, PE/Utilities Engineer
Robert Preis/Utility Manager
Bill Dunn, PhD/BFA/ Sr. Environmental Scientist
Willie Thomas, PE/BFA/President

Barnes, Ferland and Associates, Inc.
Proposal for City of Ormonth Beach CUP Modification

WUP Renewal Amendment Task Description	Sr. Hydrogeologist P. Barnes, PG	Project Manager J. Watson, PH	Hydrogeologist B. Stormont, PG	Sr. Water Consultant A. Shortelle, PhD	Sr. Env. Scientist B. Dunn, PhD	Sr. Engineer C. Manriquez, PE	GIS/Data Analyst P. Barnes Jr.	Administrative Support P. Stevens	Totals
	\$ 194.35	\$ 152.43	\$ 95.68	\$ 184.00	\$ 184.00	\$ 136.82	\$ 85.00	\$ 59.08	
Task 1 - CUP Modification for 3 new wells	4	32	24	2	4			2	68
	\$777	\$4,878	\$2,296	\$368	\$736	\$0	\$0	\$118	\$9,174
Task 2 - Project Management and Meetings	4	32	4	16	24	8		1	89
	\$777	\$4,878	\$383	\$2,944	\$4,416	\$1,095	\$0	\$59	\$14,552
Task 3 - Data Collection and Review		8	24		8	8	4	1	53
	\$0	\$1,219	\$2,296	\$0	\$1,472	\$1,095	\$340	\$59	\$6,481
Task 4 - Water Use Analyses		8	4			24		1	37
	\$0	\$1,219	\$383	\$0	\$0	\$3,284	\$0	\$59	\$4,944.92
Task 5 - Water Conservation Program		8	4					1	13
	\$0	\$1,219	\$383	\$0	\$0	\$0	\$0	\$59	\$1,661.24
Task 6 - Water Resource Evaluations	4	16	40		24		16	1	101
	\$777	\$2,439	\$3,827	\$0	\$4,416	\$0	\$1,360	\$59	\$12,878.56
Task 7 - Alternative Water Supplies	4	8	8					1	21
	\$777	\$1,219	\$765	\$0	\$0	\$0	\$0	\$59	\$2,821.36
Task 8 - WUP Application and Supporting Documentation	4	40	16	16	24	16	8	1	125
	\$777	\$6,097	\$1,531	\$2,944	\$4,416	\$2,189	\$680	\$59	\$18,693.68
Task 9 - Two responses for RAls	4	8	16	4	4	4	4	1	45
	\$777	\$1,219	\$1,531	\$736	\$736	\$547	\$340	\$59	\$5,946.08
BFA Labor Hours	24	160	140	38	88	60	32	10	552
BFA Labor Costs	\$4,664	\$24,389	\$13,395	\$6,992	\$16,192	\$8,209	\$2,720	\$591	\$77,152.40
Direct Cost (4 trips x 120 mi RT x \$0.57/mi=\$273.60 CUP Mod=\$200+CUP Renewal=\$1000 permit fees=\$1200									\$ 1,473.60
								TOTAL COSTS =	\$78,626.00



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-18
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	RFP Award of the PAC Concessionaire Agreement		
Summary:	This is a request for the City Commission to authorize the award of a contract for the Concessionaire of Ormond Beach Performing Arts Center (PAC). The Concessionaire of Ormond Beach PAC RFP was advertised in January 2023, and again in December 2023. The purpose of the RFP is to solicit competitive proposals to provide fully insured and licensed concessionaire to sell snacks, hot and cold beverages, and to provide beer and wine concession services at the Performing Arts Center. The City of Ormond Beach will determine at which events alcoholic beverages may be sold. As provided for in the RFP, the vendor will provide a safe, consistent and reliable beer, wine, and other concession services that will: 1. Maximize the public's use and enjoyment of the Performing Arts Center. 2. Encourage tourism 3. Provide an accurate system to account for all revenue collected 4. Provide an accurate system to determine dates and times of operation at the request of the City. 5. Adequately compensate the City of Ormond Beach to offset the costs of operating the Performing Arts Center. The City received and opened the proposals in January 2024. One proposal was received. The City's evaluation committee meeting was held on January 22, 2024, at which time the proposal was rated to ensure all stipulations of the RFP had been met. The bid was evaluated by a 3 members evaluation committee		

	comprising Kelly Britto, Leisure Services Office Manager, Sonja Johnson, Events Coordinator, and Sara Dionne, Recreational Program Supervisor. The proposal was rated using the following criteria: 1. Qualifications and Experience (30 points) 2. Completeness of Submission (15 points) 3. Price/Variety of Offerings (30 points) 4. Proposed proceeds to the City (25 points) Bored Room, LLC was the only vendor who submitted a bid, and also met all the RFP requirements.						
Financial Impact:	Revenue derived from the concession agreement will be used to offset costs associated with the PAC.						
Citizen Impact:	A concession contract for the PAC will ensure concessions are provided in a consistent and professional manner.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the agreement for the Concessionaire of the Performing Arts Center to Bored Room, LLC.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	1. 24- 18 PAC Concessionaire-Bored Room (P24-0017G) 2. Bored Room PAC agr 3. Bored Room LLC 4. RFP 2024-23 signed score summary						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/31/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>2/1/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/1/2024</td> </tr> </table>	Kelly McGuire, Finance Director	1/31/2024	Claire Whitley, Assistant City Manager	2/1/2024	Joyce Shanahan, City Manager	2/1/2024
Kelly McGuire, Finance Director	1/31/2024						
Claire Whitley, Assistant City Manager	2/1/2024						
Joyce Shanahan, City Manager	2/1/2024						

RESOLUTION NO. 2024-18

A RESOLUTION ACCEPTING THE PROPOSAL OF BORED ROOM, LLC d/b/a GRIND GASTROPUB & KONA TIKI BAR FOR THE PROVISION OF CONCESSIONAIRE SERVICES AT THE PERFORMING ARTS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for concessionaire services (the Project) (City RFP No. 2024-23), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the only proposal received and determined that the most advantageous proposal for the City is the proposal submitted by Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar to provide concessionaire services at the Performing Arts Center (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar and execute an agreement for the Project, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar to provide concessionaire services at the City's Performing Arts Center is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar for the Project.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 6th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar** ("Contractor"), 49 W. Granada Blvd., Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2024-23, "Concessionaire for Ormond Beach Performing Arts Center") dated January 8, 2024 attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term and Occupancy.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement may be renewed for three (3) one-year terms upon written agreement of the parties hereto.

Contractor is granted a limited license for the non-exclusive use and occupancy of the Ormond Beach Performing Arts Center, located at 399 N. US1, Ormond Beach, FL 32174 ("the Premises") for the purpose of providing concessionaire services as provided in this Agreement. It is the responsibility of Contractor to provide dominion and control to serve wine and beer for consumption on the Premises.

3. **Consideration/Concession Percentage Fee.** Consideration for the Agreement, shall be calculated on a per event basis. Contractor shall retain 100% the first \$1,000.00 of net concession sales per event to cover its costs of staging and staffing. Contractor shall pay to the City 20% of net concession sales that exceed \$1,000.00 per event. Payment to the City shall be made no later than fifteen (15) days post production. For purposes of the Agreement, net sales shall be calculated as gross sales less sales tax and tips. The City shall not make any payments to the Contractor under the Agreement.
4. **Miscellaneous.** Contractor shall:
 - a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge Contractor's duties under this Agreement.
 - b) Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c) Comply with all applicable federal, state, and local laws, rules, and regulations.
 - d) Have the option to serve beer and wine under the following conditions:
 - The Contractor must comply with state liquor licensing, and all state and local regulations.
 - The Contractor shall maintain liquor liability insurance of no less than 1 million per occurrence naming the City as an additional insured, and shall provide proof of liquor liability insurance in the same amount.

- The Contractor shall indemnify and hold the City harmless from any liability resulting from any personal injury or property damage occurring as a result of any service or sale of alcohol at the Performing Arts Center.
 - The Contractor is ultimately responsible for maintaining appropriate safety and security at any event where alcohol is served or sold. At any event in which alcohol is served, supervision by Contractor's staff is mandatory.
 - No alcohol shall be stored by Contractor at the Performing Arts Center.
 - All records of concession sales shall be provided by the Contractor to the City as set forth on Exhibit "A", Reporting and Financials.
 - The City shall have the right to terminate alcohol sales or service at the Performing Arts Center if any of the above conditions are not met.
- e) If Contractor serves catered food, the food will be prepared off Premises and Contractor must comply with all state and local requirements for permits, licensing, and inspections for sale of the food to the public.

5. **Termination of Agreement.**

- (a) This Agreement may be terminated by the City for convenience without cause upon thirty (30) days written notice to Contractor. The City may terminate the Agreement immediately if it is determined by the City Manager, in her sole discretion, to be necessary for the health, safety and welfare of the public.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Bored Room, LLC d/b/a
Grind Gastropub & Kona Tiki Bar
 Kevin Wakefield, Owner
 49 W. Granada Boulevard
 Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by

anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed

- Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Liquor Liability

The Contractor shall maintain liquor liability insurance of no less than 1 million per occurrence naming the City as an additional insured, and shall provide proof of liquor liability insurance in the same amount.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2024.

Witnesses:

**BORED ROOM, LLC d/b/a
Grind Gastropub & Kona Tiki Bar**

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Concessionaire for Ormond Beach Performing Arts Center

RFP NUMBER: 2024-23

RFP OPENING DATE & TIME: January 19, 2024 at 10:00am

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME:

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S BUSINESS NAME: Bored Room LLC DBA Grind Gastropub

PROPOSER'S MAILING ADDRESS: 49 W Granada Blvd

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 46-1664249

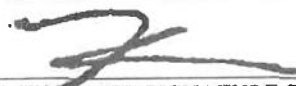
PHONE NUMBER: 386 864 0609

EMAIL: accounting.hr@grindgastropub.com

If returning as a "No Submittal", please state reasons _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Kevin Wakefield

NAME (TYPED)

Owner

TITLE

01/08/2024

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Opened in 1991, The Ormond Beach Performing Arts Center is a six hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averages over sixty performances and eighteen thousand attendees. The average total annual sales of concessions during this time frame is approximately six thousand dollars. Previous concession sales have not included sale of alcoholic beverages.

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide fully insured and appropriately licensed concessionaire to sell snacks, hot and

cold beverages, and to provide beer and wine concession services at the Ormond Beach Performing Arts Center. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable beer, wine, and other concession services that will:

1. Maximize the public's use and enjoyment of the Performing Arts Center.
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine dates and times of operation at the request of the City.
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest at the Ormond Beach Performing Arts Center and offset the City's costs of operating the PAC.

II. SCOPE OF SERVICES

- A. The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- B. Concessionaire shall have the option of proposing to provide the service to manage, maintain, and sell an inventory of ready to eat snack food items, bottled water, soft drinks, and coffee, in addition to all beer and wine operations and licenses at the PAC, or to provide only beer and wine service with the understanding that the Performing Arts Center would retain the sole and exclusive right to sell ready to eat snacks, soft drinks, coffee, and bottled water. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- C. Concessionaire shall be responsible for furnishing and set up of appropriate bar and refrigeration equipment one hour prior to any show where Concessionaire's services are requested.
- D. Concessionaire shall be responsible for removal of appropriate bar and refrigeration equipment after any intermission along with any unsold beer or wine.
- E. City will be responsible for utility charges for any refrigeration equipment.
- F. Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the sale of any products.
- G. Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- H. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel.
- I. All pricing for all goods and services are to be posted and visible for all customers.

- J. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- K. The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- L. Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- M. The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.
- N. The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the premises whenever it appears to be in the best interest of the City of Ormond Beach.
- O. In addition to City of Ormond Beach Commercial Liability Insurance requirements, Concessionaire shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage applies to this Agreement.
- P. The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
- Q. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

III. Personnel and Experience of the Concessionaire:

- A. All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the Performing Arts Center without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- B. The City of Ormond Beach includes a diverse population and the successful respondent shall reflect this diversity by encouraging diversity in employment of concessions.

- C. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

IV. Concession Percentage Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent, the Concessionaire shall pay to the City of Ormond Beach a Concession Percentage Fee. The Concession Percentage Fee is a percentage of the Concessionaire's gross receipts.
- B. Respondents shall propose a Concession Percentage Fee based on the criteria in Section IX, Proposal Process. The proposed Percentage Fee will be a factor in the decision to award a Contract to the successful Respondent.
- C. The Concession Percentage Fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

V. Reporting and Financials

- A. The successful Respondent shall ensure the concession venue is equipped with a cash register system with duplicate receipt capability.
- B. Concessionaire shall provide sale statements within (5) days post production and will be required to send these reports electronically to the City of Ormond Beach's Performing Arts Center Supervisor and City of Ormond Beach Finance Department. The statements shall be sufficient for the City to determine the number, type and gross sales for all concessions sold. The amount of the Concession Percentage Fee shall be paid to the City no later than (15) days post production.
- C. The City of Ormond Beach reserves the right to audit any financial documentation at any time.
- D. Respondent shall include in the sales statement all sales and receipts for each production and shall be verifiable through the cash register system.

VI. Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drinks to include soft drinks and beer and wine items (example: candy, crackers, canned/bottled sodas, water, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Beer and wine are the only alcoholic beverages permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product

VII. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three, one-year terms thereafter upon mutual written agreement.

VIII. MINIMUM QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Concessionaire shall have the ability to manage and maintain all liquor operations and licenses at the Performing Arts Center. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

IX. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

B. Experience:

C. Investment Approach:

D. Concession Percentage Fee (the percentage of gross receipts Concessionaire proposes to pay to the City for each sale):

1. Percentage of beer and wine sales
2. Percentage of other concession sales (if Concessionaire proposes to provide concessions in addition to beer and wine)

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

X. EVALUATION PROCESS AND CRITERIA

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

Completeness of Submission (15 points)

Price/Variety of Offerings (30 points)

Proposed proceeds to City (25 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 10:00 a.m., January 19, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until January 10, 2024 at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified /Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM**

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Bored Room LLC DBA Grind Gastropub

VENDOR/CONTRACTOR LICENSE NUMBER: SEA7405275

ADDRESS: 49 W Granada Blvd, Ormond Beach, FL 32174

PHONE NO.: 386 864 0609 FAX NO.: _____

SUBMITTER'S NAME: Kevin Wakefield
(Typed or Printed in Ink)

TITLE: Owner

AUTHORIZED SIGNATURE: I, 
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME (PRINT OR TYPE)

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

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

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

Bored Room LLC DBA Grind Gastropub

Company Name

Authorized Signature

Kevin Wakefield

Print Name

Owner

Title

Dear Performing Arts Center of Ormond Beach,

Thank you for the opportunity to submit a proposal for a strategic partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach. We are excited about the possibility of forming a partnership that would benefit both of our organizations and enhance the experience of your patrons.

Our proposed partnership would involve Grind Gastropub providing concession services at the Performing Arts Center during events and performances. Our goal is to offer a diverse and appealing selection of food and beverages that would enhance the overall experience for your patrons. We believe that our unique food and beverage offerings would be a great fit for the Performing Arts Center's audience and complement the cultural offerings of the venue. Our concession services would include the sale of food, beer, wine, and potentially alcohol if permitted by the city. The food offerings would focus on small plates, appetizers, and entrees that are representative of Grind Gastropub's style and reputation. A sample menu is attached, however ultimately, we believe it is the best interest of both entities that Grind Gastropub maintain the flexibility to change the offerings to suit the diversity of the events offered at the Performing Arts Center. We would also offer a curated selection of craft beers, premium wines, and upon approval specialty cocktails, including signature cocktails inspired by Grind Gastropub's mixology program.

Our proposed timeline for the project would include the establishment of a comprehensive timeline for completion of renovations at the P.A.C. and a schedule of upcoming events, setting up of the concession stand, and execution of cross-promotion strategies. We are committed to ensuring that all necessary permits and licenses are obtained and that all food and beverage handling procedures comply with health and safety regulations.

1. Background of Grind Gastropub:

Grind Gastropub is a highly acclaimed restaurant and bar located in Ormond Beach, Florida. The establishment is known for its unique blend of polynesian charm and modern sophistication, offering a menu of globally inspired small plates, entrees, and craft cocktails in a lively inviting atmosphere. The restaurant has received numerous accolades and awards for its exceptional cuisine, service, and ambiance.

2. Experience:

Grind Gastropub has extensive experience providing high-quality food and beverage services for events and special occasions, including weddings, corporate events, and other private functions. The restaurant has a team of experienced chefs, servers, and bartenders who are committed to providing exceptional service and creating memorable experiences for guests. The restaurant's expertise in food and beverage service, combined with its reputation for quality and innovation, makes it an ideal partner for the Performing Arts Center of Ormond Beach.

1. Investment approach:

As a potential partner for the Performing Arts Center of Ormond Beach, Grind Gastropub is committed to making a significant investment in the project. This investment will include the

purchase of necessary equipment and supplies for the concession stand, as well as marketing and promotional materials to promote the partnership and enhance the overall experience for patrons. We are also committed to providing high-quality food and beverage offerings that will enhance the overall experience for your patrons.

1. Concession percentage fee to be paid to the city:

The percentage fee to be paid to the city for concession services would be subject to negotiation and would depend on several factors, including the volume of sales and the specific offerings the Performing Arts Center would find desirable. We are committed to working collaboratively with the Performing Arts Center of Ormond Beach to develop a fair and mutually beneficial fee structure that reflects the value of the services provided and the overall goals of the partnership.

We believe that a partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach would be mutually beneficial and enhance the overall experience for your patrons as well as providing additional exposure for both venues. We look forward to the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for considering our proposal.

Sincerely,

Kevin Wakefield
Grind Gastropub

Menu

While we are happy to accommodate a variety of different menus to suit the needs and preferences of the Performing Arts Center, the menu presented in our RFP response is intended to be a sampling of the kinds of food and beverage offerings that we could provide. We believe that these options are representative of the high-quality, enticing cuisine that Grind Gastropub is known for, and we hope they will help to showcase the kind of experience that we will bring to the Performing Arts Center.

We understand that different events and performances may call for different menu options. We are more than happy to work with the Performing Arts Center to develop customized menus that reflect the specific needs and preferences of each event or performance. We are committed to ensuring that all our food and beverage offerings are of the highest quality, and we are confident that we can work together to provide a truly exceptional experience for your Patrons.

Vendor References

Gordon Food Service
Victor Dacosta
victor.dacosta@gfs.com
386 864 2401

SR Perrott
Eva McMullin
Eva@SRPerrott.com
386 672 2275

Mike's Produce
Mike Anderson
mspecser@gmail.com
386 760 8822

Customer References

Dorian Burt
Highlander Corporation
gemdori@aol.com
386 295 4610

Tony Guidice
Metra Electronics
tonyg@metra-autosound.com
1 800 221 0932

Michelle Mariano
Southern Stone Communications
MMariano@sscdaytona.com
386 944 7714

ARTISAN CHEESE BOX \$18

ARTISAN CHEESE
CURED MEATS
GRAPES
CRACKERS

CHICKEN SALAD WRAP \$12

CRANBERRY PECAN CHICKEN SALAD
LETTUCE
TOMATO

TURKEY PEAR & BRIE \$14.5

ROASTED TURKEY
WHIPPED BRIE
WHEAT BERRY BREAD
FIG JAM
PEAR

WHIPPED BRIE WITH TRUFFLE HONEY \$9

WHIPPED BRIE
TRUFFLE HONEY
ARTISAN CRACKERS
CARROT STICKS

BAHAMIAN GROUPER FRITTERS \$18

BAHAMIAN STYLE GROUPER FRITTER
BLACK GARLIC AIOLI

CRAB CAKE SLIDERS \$12

CRAB CAKES
REMOULADE
LETTUCE
TOMATO SLICE
SLIDER BUNS

CHICKEN SATAY \$12

PEANUT SAUCE

STEAK SKEWERS \$15

BLACK GARLIC AIOLI

SHRIMP SKEWERS \$14

SOMBAL AIOLI

PULLED PORK SLIDERS \$10

SLOW COOKED PORK BUTT
SWEET N SPICY BBQ SAUCE
COLE SLAW

SHRIMP PO' BOY SLIDERS \$14

BLACKENED SHRIMP
COLE SLAW
REMOULADE
PICKLES

ROASTED MUSHROOM BANH MI \$12

ROASTED MARINATED MUSHROOMS
ROASTED GARLIC AIOLI
PICKLED CARROT AND RADDISH
FRESH CILANTRO
BAGETTE

BAGS OF CHIPS \$ 3.5

CAN SOFT DRINKS \$ 3.5

CANDY BAR \$4

GELATO \$6.50

SORBET \$6.50

Schedule of Operations

At this juncture, it is challenging to submit an accurate schedule of operations because the facility is currently under renovation and closed for concessions. Ideally, the schedule of operations would include the following:

Day of Event

- Prepare food options for ensuing event. Menu may change depending on nature of event.
- Load in beverage inventory and refrigerate necessary items.
- Ensure that all food and beverage offerings are ready for sale 1.5 – 2 hours prior to any events.
- Ensure staff is ready to serve event attendees.
- Ensure point-of-sale system is ready to process transactions for event attendees.

During Event

- Offer food and beverage options to event attendees while following all state and local guidelines.
- Utilize point-of-sale system to record all food and beverage purchases.
- Follow safe alcohol service guidelines to ensure guests are served responsibly.
- Conclude service following the final intermission

Following Events

- Clean and sanitize concession area.
- Reconcile cash and credit card sales via the point-of-sale system.
- Send sales report to City of Ormond Beach.

In-between Events

- Maintain concession area to ensure cleanliness.
- Coordinate with event manager to ensure any menu changes or promotions are planned accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C No. Ext): (386) 767-3161 FAX (A/C No.): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bored Room LLC, DBA: Grind, Kona Tiki Bar 56 New Britian Ave Ormond Beach FL 32174	NAIC # 24856 13269

COVERAGES**CERTIFICATE NUMBER:** CL239531212**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CA000039395-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		GX000003550-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Z072803611	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach 501 N. Orchard Ormond Beach FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

BORED ROOM LLC
GRIND GASTROPUB
49 W GRANADA BLVD
ORMOND BEACH, FL 32174-6302

74-8016215795-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

BORED ROOM LLC

GRIND GASTRO PUB & TIKI BAR
49 WEST GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: BEV7407304

EXPIRATION DATE: MARCH 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 284



BORED ROOM LLC

GRIND GASTROPUB & TIKI BAR
49 W GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: SEA7405275

EXPIRATION DATE: APRIL 1, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Concessionaire for Ormond Beach Performing Arts Center

RFP NUMBER: 2024-23

RFP OPENING DATE & TIME: January 19, 2024 at 10:00am

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME:

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S BUSINESS NAME: Bored Room LLC DBA Grind Gastropub

PROPOSER'S MAILING ADDRESS: 49 W Granada Blvd

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 46-1664249

PHONE NUMBER: 386 864 0609

EMAIL: accounting.hr@grindgastropub.com

If returning as a "No Submittal", please state reasons

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Kevin Wakefield

NAME (TYPED)

Owner

TITLE

01/08/2024

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Opened in 1991, The Ormond Beach Performing Arts Center is a six hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averages over sixty performances and eighteen thousand attendees. The average total annual sales of concessions during this time frame is approximately six thousand dollars. Previous concession sales have not included sale of alcoholic beverages.

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide fully insured and appropriately licensed concessionaire to sell snacks, hot and

cold beverages, and to provide beer and wine concession services at the Ormond Beach Performing Arts Center. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable beer, wine, and other concession services that will:

1. Maximize the public's use and enjoyment of the Performing Arts Center.
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine dates and times of operation at the request of the City.
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest at the Ormond Beach Performing Arts Center and offset the City's costs of operating the PAC.

II. SCOPE OF SERVICES

- A. The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- B. Concessionaire shall have the option of proposing to provide the service to manage, maintain, and sell an inventory of ready to eat snack food items, bottled water, soft drinks, and coffee, in addition to all beer and wine operations and licenses at the PAC, or to provide only beer and wine service with the understanding that the Performing Arts Center would retain the sole and exclusive right to sell ready to eat snacks, soft drinks, coffee, and bottled water. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- C. Concessionaire shall be responsible for furnishing and set up of appropriate bar and refrigeration equipment one hour prior to any show where Concessionaire's services are requested.
- D. Concessionaire shall be responsible for removal of appropriate bar and refrigeration equipment after any intermission along with any unsold beer or wine.
- E. City will be responsible for utility charges for any refrigeration equipment.
- F. Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the sale of any products.
- G. Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- H. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel.
- I. All pricing for all goods and services are to be posted and visible for all customers.

- J. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- K. The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- L. Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- M. The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.
- N. The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the premises whenever it appears to be in the best interest of the City of Ormond Beach.
- O. In addition to City of Ormond Beach Commercial Liability Insurance requirements, Concessionaire shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage applies to this Agreement.
- P. The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
- Q. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

III. Personnel and Experience of the Concessionaire:

- A. All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the Performing Arts Center without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- B. The City of Ormond Beach includes a diverse population and the successful respondent shall reflect this diversity by encouraging diversity in employment of concessions.

- C. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

IV. Concession Percentage Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent, the Concessionaire shall pay to the City of Ormond Beach a Concession Percentage Fee. The Concession Percentage Fee is a percentage of the Concessionaire's gross receipts.
- B. Respondents shall propose a Concession Percentage Fee based on the criteria in Section IX, Proposal Process. The proposed Percentage Fee will be a factor in the decision to award a Contract to the successful Respondent.
- C. The Concession Percentage Fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

V. Reporting and Financials

- A. The successful Respondent shall ensure the concession venue is equipped with a cash register system with duplicate receipt capability.
- B. Concessionaire shall provide sale statements within (5) days post production and will be required to send these reports electronically to the City of Ormond Beach's Performing Arts Center Supervisor and City of Ormond Beach Finance Department. The statements shall be sufficient for the City to determine the number, type and gross sales for all concessions sold. The amount of the Concession Percentage Fee shall be paid to the City no later than (15) days post production.
- C. The City of Ormond Beach reserves the right to audit any financial documentation at any time.
- D. Respondent shall include in the sales statement all sales and receipts for each production and shall be verifiable through the cash register system.

VI. Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drinks to include soft drinks and beer and wine items (example: candy, crackers, canned/bottled sodas, water, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Beer and wine are the only alcoholic beverages permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product

VII. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three, one-year terms thereafter upon mutual written agreement.

VIII. MINIMUM QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Concessionaire shall have the ability to manage and maintain all liquor operations and licenses at the Performing Arts Center. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

IX. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

B. Experience:

C. Investment Approach:

D. Concession Percentage Fee (the percentage of gross receipts Concessionaire proposes to pay to the City for each sale):

1. Percentage of beer and wine sales
2. Percentage of other concession sales (if Concessionaire proposes to provide concessions in addition to beer and wine)

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

X. EVALUATION PROCESS AND CRITERIA

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

Completeness of Submission (15 points)

Price/Variety of Offerings (30 points)

Proposed proceeds to City (25 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 10:00 a.m., January 19, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until January 10, 2024 at 4:00 PM. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified /Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Bored Room LLC DBA Grind Gastropub

VENDOR/CONTRACTOR LICENSE NUMBER: SEA7405275

ADDRESS: 49 W Granada Blvd, Ormond Beach, FL 32174

PHONE NO.: 386 864 0609

FAX NO.: _____

SUBMITTER'S NAME: Kevin Wakefield

(Typed or Printed in Ink)

TITLE: Owner

AUTHORIZED SIGNATURE: I, _____
hereby



(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME (PRINT OR TYPE)

Owner

TITLE

01/08/2024

DATE

City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Bored Room LLC DBA Grind Gastropub

Company Name

Authorized Signature

Kevin Wakefield

Print Name

Owner

Title

Dear Performing Arts Center of Ormond Beach,

Thank you for the opportunity to submit a proposal for a strategic partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach. We are excited about the possibility of forming a partnership that would benefit both of our organizations and enhance the experience of your patrons.

Our proposed partnership would involve Grind Gastropub providing concession services at the Performing Arts Center during events and performances. Our goal is to offer a diverse and appealing selection of food and beverages that would enhance the overall experience for your patrons. We believe that our unique food and beverage offerings would be a great fit for the Performing Arts Center's audience and complement the cultural offerings of the venue. Our concession services would include the sale of food, beer, wine, and potentially alcohol if permitted by the city. The food offerings would focus on small plates, appetizers, and entrees that are representative of Grind Gastropub's style and reputation. A sample menu is attached, however ultimately, we believe it is the best interest of both entities that Grind Gastropub maintain the flexibility to change the offerings to suit the diversity of the events offered at the Performing Arts Center. We would also offer a curated selection of craft beers, premium wines, and upon approval specialty cocktails, including signature cocktails inspired by Grind Gastropub's mixology program.

Our proposed timeline for the project would include the establishment of a comprehensive timeline for completion of renovations at the P.A.C. and a schedule of upcoming events, setting up of the concession stand, and execution of cross-promotion strategies. We are committed to ensuring that all necessary permits and licenses are obtained and that all food and beverage handling procedures comply with health and safety regulations.

1. Background of Grind Gastropub:

Grind Gastropub is a highly acclaimed restaurant and bar located in Ormond Beach, Florida. The establishment is known for its unique blend of polynesian charm and modern sophistication, offering a menu of globally inspired small plates, entrees, and craft cocktails in a lively inviting atmosphere. The restaurant has received numerous accolades and awards for its exceptional cuisine, service, and ambiance.

2. Experience:

Grind Gastropub has extensive experience providing high-quality food and beverage services for events and special occasions, including weddings, corporate events, and other private functions. The restaurant has a team of experienced chefs, servers, and bartenders who are committed to providing exceptional service and creating memorable experiences for guests. The restaurant's expertise in food and beverage service, combined with its reputation for quality and innovation, makes it an ideal partner for the Performing Arts Center of Ormond Beach.

1. Investment approach:

As a potential partner for the Performing Arts Center of Ormond Beach, Grind Gastropub is committed to making a significant investment in the project. This investment will include the

purchase of necessary equipment and supplies for the concession stand, as well as marketing and promotional materials to promote the partnership and enhance the overall experience for patrons. We are also committed to providing high-quality food and beverage offerings that will enhance the overall experience for your patrons.

1. Concession percentage fee to be paid to the city:

The percentage fee to be paid to the city for concession services would be subject to negotiation and would depend on several factors, including the volume of sales and the specific offerings the Performing Arts Center would find desirable. We are committed to working collaboratively with the Performing Arts Center of Ormond Beach to develop a fair and mutually beneficial fee structure that reflects the value of the services provided and the overall goals of the partnership.

We believe that a partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach would be mutually beneficial and enhance the overall experience for your patrons as well as providing additional exposure for both venues. We look forward to the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for considering our proposal.

Sincerely,

Kevin Wakefield
Grind Gastropub

Menu

While we are happy to accommodate a variety of different menus to suit the needs and preferences of the Performing Arts Center, the menu presented in our RFP response is intended to be a sampling of the kinds of food and beverage offerings that we could provide. We believe that these options are representative of the high-quality, enticing cuisine that Grind Gastropub is known for, and we hope they will help to showcase the kind of experience that we will bring to the Performing Arts Center.

We understand that different events and performances may call for different menu options. We are more than happy to work with the Performing Arts Center to develop customized menus that reflect the specific needs and preferences of each event or performance. We are committed to ensuring that all our food and beverage offerings are of the highest quality, and we are confident that we can work together to provide a truly exceptional experience for your Patrons.

Vendor References

Gordon Food Service
Victor Dacosta
victor.dacosta@gfs.com
386 864 2401

SR Perrott
Eva McMullin
Eva@SRPerrott.com
386 672 2275

Mike's Produce
Mike Anderson
mspecser@gmail.com
386 760 8822

Customer References

Dorian Burt
Highlander Corporation
gemdori@aol.com
386 295 4610

Tony Guidice
Metra Electronics
tonyg@metra-autosound.com
1 800 221 0932

Michelle Mariano
Southern Stone Communications
MMariano@sscdaytona.com
386 944 7714

ARTISAN CHEESE BOX \$18

**ARTISAN CHEESE
CURED MEATS
GRAPES
CRACKERS**

CHICKEN SALAD WRAP \$12

**CRANBERRY PECAN CHICKEN SALAD
LETTUCE
TOMATO**

TURKEY PEAR & BRIE \$14.5

**ROASTED TURKEY
WHIPPED BRIE
WHEAT BERRY BREAD
FIG JAM
PEAR**

WHIPPED BRIE WITH TRUFFLE HONEY \$9

**WHIPPED BRIE
TRUFFLE HONEY
ARTISAN CRACKERS
CARROT STICKS**

BAHAMIAN GROUPER FRITTERS \$18

**BAHAMIAN STYLE GROUPER FRITTER
BLACK GARLIC AIOLI**

CRAB CAKE SLIDERS \$12

**CRAB CAKES
REMOULADE
LETTUCE
TOMATO SLICE
SLIDER BUNS**

CHICKEN SATAY \$12

PEANUT SAUCE

STEAK SKEWERS \$15

BLACK GARLIC AIOLI

SHRIMP SKEWERS \$14

SOMBAL AIOLI

PULLED PORK SLIDERS \$10

**SLOW COOKED PORK BUTT
SWEET N SPICY BBQ SAUCE
COLE SLAW**

SHRIMP PO' BOY SLIDERS \$14

**BLACKENED SHRIMP
COLE SLAW
REMOULADE
PICKLES**

ROASTED MUSHROOM BANH MI \$12

**ROASTED MARINATED MUSHROOMS
ROASTED GARLIC AIOLI
PICKLED CARROT AND RADDISH
FRESH CILANTRO
BAGETTE**

BAGS OF CHIPS \$ 3.5

CAN SOFT DRINKS \$ 3.5

CANDY BAR \$4

GELATO \$6.50

SORBET \$6.50

Schedule of Operations

At this juncture, it is challenging to submit an accurate schedule of operations because the facility is currently under renovation and closed for concessions. Ideally, the schedule of operations would include the following:

Day of Event

- Prepare food options for ensuing event. Menu may change depending on nature of event.
- Load in beverage inventory and refrigerate necessary items.
- Ensure that all food and beverage offerings are ready for sale 1.5 – 2 hours prior to any events.
- Ensure staff is ready to serve event attendees.
- Ensure point-of-sale system is ready to process transactions for event attendees.

During Event

- Offer food and beverage options to event attendees while following all state and local guidelines.
- Utilize point-of-sale system to record all food and beverage purchases.
- Follow safe alcohol service guidelines to ensure guests are served responsibly.
- Conclude service following the final intermission

Following Events

- Clean and sanitize concession area.
- Reconcile cash and credit card sales via the point-of-sale system.
- Send sales report to City of Ormond Beach.

In-between Events

- Maintain concession area to ensure cleanliness.
- Coordinate with event manager to ensure any menu changes or promotions are planned accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C No. Ext): (386) 767-3161 FAX (A/C No.): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com	
INSURED Bored Room LLC, DBA: Grind, Kona Tiki Bar 56 New Britian Ave Ormond Beach FL 32174		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Zenith Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24856 13269	

COVERAGES **CERTIFICATE NUMBER:** CL239531212 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CA000039395-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000				
			MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Liquor Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GX000003550-04	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GX000003550-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000
			AGGREGATE \$ 2,000,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N ☐ N/A			Z072803611	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 500,000				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach 501 N. Orchard Ormond Beach FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

BORED ROOM LLC
GRIND GASTROPUB
49 W GRANADA BLVD
ORMOND BEACH, FL 32174-6302

74-8016215795-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

BORED ROOM LLC

GRIND GASTRO PUB & TIKI BAR
49 WEST GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: BEV7407304

EXPIRATION DATE: MARCH 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES
NBR. OF SEATS: 284

BORED ROOM LLC

GRIND GASTROPUB & TIKI BAR
49 W GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: SEA7405275

EXPIRATION DATE: APRIL 1, 2024

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RFP Evaluation Summary

Project: Concessionaire for Ormond Beach Performing Arts Center

Recommendation of Award highlighted
(once all requirements meet)

RFP Number: 2024-23

Date & Time: Monday, January 22, 2024 8:00 AM

The RFP's were scored on the following criteria:

- Qualifications and Experience (30 points)
- Completeness of Submission (15 points)
- Price/Variety of Offerings (30 points)
- Proposed proceeds to City (25 points)

Summary																				
Firm	Qualifications and Experience				Completeness of Submission				Price/Variety of Offerings				Proposed proceeds to City				Totals			
	Kelly	Sonja	Sara	90 max	Kelly	Sonja	Sara	45 max	Kelly	Sonja	Sara	90 max	Kelly	Sonja	Sara	75 max	Kelly Totals	Sonja Totals	Sara Totals	total score
Bored Room LLC	30	25	28	83	15	10	10	35	25	25	20	70	20	0	15	35	90	60	73	223

Rob Hart
Purchasing Coordinator

Kelly Britto
Leisure Services

Sonja Johnson
Events Coordinator

Sara Dionne
Recreational Program Specialist



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - OtherTransportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Summary of Administrative Variances Granted		
Summary:	The administrative variances have been a useful tool in permitting minor encroachments. Variance requests beyond the 10% threshold established by the Land Development Code (LDC) require review and action by the Board of Adjustments and Appeals. The LDC requires an annual reporting of the administrative variances to the Board of Adjustments and Appeals and the City Commission. There were 5 requests approved in FY 2022-23.		
Financial Impact:	None		
Citizen Impact:	No citizen impact is expected in the reporting of administrative variances. The administrative variances have assisted property owners in permitting minor setback encroachments.		
Recommended Action (Staff, Advisory Board and/or Other):	This item is being presented as a reporting tool required in Section 1-14(7)(c) of the Land Development Code and no action is required.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. Administrative variances 22-23		
Approval:	Kelly McGuire, Finance Director 1/12/2024 Claire Whitley, Assistant City Manager 1/18/2024 Joyce Shanahan, City Manager 1/31/2024		

Alternative standard/administrative variances, 2022-2023

Fiscal Year 2022-2023					
#	Date	Location	Description of Action	Regulation	Variance
1	January 31, 2023	305 Rio Pinar Dr.	Rear yard variance of 1.4' for final setback of 25.0 feet to construct room addition	R-2 Section 2-13(B)(9)(b)	Rear yard variance of 1.4 feet
2	February 23, 2023	741 W. River Oak Dr.	Side yard variance of 8" to required combined total setback of 20' for a final combined setback of 19'4"	R-3 Section 2-15(B)(9)(c)	Side yard variance of 8"
3	May 18, 2023	9 Tomoka View Dr.	Front yard varaince of 3 feet to the required 30 feet for a final setback of 27 feet to construct a garage addition.	R-2 Section 2-13(B)(9)(a)	Front yard variance of 3 feet
4	May 26, 2023	452 Triton Rd.	FY, South SY, North SY, and Combined total SY setbacks to convert existing garage space to living space and create new garage space.	R-2.5 Section 2-14(B)(9)(a)&(c)	FY variance of 3 feet, 0.1-foot variance for south SY, 1.1-foot variance to north SY, and 1.2-foot variance to combined SY setback total
5	September 5, 2023	731 Santa Ana Avenue	Side Yard variance of 6" to the 8-foot side yard setback to replace accessory structure	R-2.5 Section 2-14(B)(9)(c)	SY Variance of 6" or 0.5-foot



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RFP - Downtown Public Art Plan		
Summary:	This provides public notice of the City's intent to advertise a request for proposals for a public art master plan with the Downtown Community Redevelopment Area. The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events, cultural, and historical assets to enhance the shared feeling of the community. The City has also enacted a Public Art ordinance to establish the process of creation of public art within the Downtown area. The project scope seeks to have a consultant review existing documents, provide examples of public art, and identify opportunities and venues for public art. Additionally, the scope seeks identification of typical project costs, funding options, maintenance costs, a permitting summary and a process for public input. The conclusion of the project scope seeks an action plan for types of public art and a five-year work plan.		
Financial Impact:	The Fiscal Year 2023-24 Capital Improvements Program includes \$80,000 for public art. A portion of these funds are dedicated to cabinet wraps of approximately \$15,000. Costs for the public art master plan will be determined based on RFP responses within the allotted budget, and will be presented to the City Commission for award and approval prior to moving forward.		
Citizen Impact:	The public art master plan would provide a framework to implement the Downtown Master Plan. Public arts projects typically have a positive impact on citizens and businesses within the Downtown corridor. The public art master plan would include opportunities for public review and each piece would return to the City Commission for final approval.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise the request for proposal for the public art master plan for responses, unless otherwise directed by the City Commission.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 02.06.2023, Downtown Public Art Master Plan -RFP 2024-09, Request for proposal	
Approval:	Kelly McGuire, Finance Director	1/18/2024
	Claire Whitley, Assistant City Manager	2/1/2024
	Joyce Shanahan, City Manager	2/1/2024



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Downtown Public Art Master Plan**

RFP NUMBER: **2024-09**

RFP OPENING DATE & TIME: **March 13, 2024 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **February 21, 2024 at 2:00 pm**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach, Florida, is seeking proposals from qualified consultants, consultant teams and/or firms specializing in the implementation of public art projects associated with community aesthetic features programs preferably in community redevelopment areas.

The City of Ormond Beach is a coastal community incorporated in 1880 and located just north of Daytona Beach in Volusia County with a population of over 44,000. In 1985, the Ormond Beach Community Redevelopment Area (CRA) was established through an agreement with Volusia County, in accordance with Florida Statutes Chapter 163. The Ormond Beach Community Redevelopment Agency completed a 2019 Master Plan Update. The results of the work included an organizing set of Master Plan Themes from

a volume of community input which provided ideas, concerns, aspirations, and desired actions. The Master Plan identified the need for public art and this request for proposal seeks an implementable action plan.

II. SCOPE OF SERVICES

Task 1: Review of existing documents:

- A. 2019 Ormond Beach CRA Master Plan.
- B. Ormond Beach MainStreet branding strategy.
- C. Chapter 18, Ormond Beach Code of Ordinances, Public Arts Program in the Downtown Overlay District.

Task 2: What is public art:

- A. Definition.
- B. Examples.
- C. Provide types of public art.

Task 3: Downtown opportunities and venues for public art:

- A. Parks.
- B. Public facilities.
- C. Streetscape.
- D. Private property.
- E. Granada Bridge.

Task 4: Granada Bridge public art options:

- A. Review existing public art concepts.
- B. Develop recommendations on public art options.

Task 5: Project costs and funding:

- A. Sample project costs for the types of public art.
- B. Maintenance cost for the types of public art.
- C. Community Redevelopment Area funds, donations, and other funding sources.

Task 6: Permitting summary:

- A. Meeting with the Florida Department of Transportation.
- B. Summary of permitting requirements.

Task 7: Community outreach and public input:

- A. Describe the firms plan for gathering public input into the plan.
- B. Describe the tools for public input.
- C. Detail how public meetings for the public input would be structured.

Task 8: Required meetings:

- A. Kickoff meeting (including but not limited to city staff, Ormond MainStreet, Ormond Art District Board, and Ormond Memorial Art Museum).
- B. Two (2) in person public meetings to receive input for the public art master plan.
- C. Two meetings to be determined as needed.
- D. Workshop or discussion item with the City Commission, as the Community Redevelopment Area board.

Task 9: Action plan:

- A. Recommended locations for public art.
- B. Recommended types of public art.
- C. Five-year work plan.

Task 10: Final report:

- A. Provide final Downtown Public Art Master Plan.

III. TERM OF AGREEMENT

The contract will be for the duration of this project.

IV. MINIMUM QUALIFICATIONS

Any firm or individual with proven professional experience in developing and implementing public art plans/projects, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

<u>Section 1</u>	
Introduction	1. One (1) original letter of interest

<u>Section 2</u>	
Company Background	1. Philosophy and general project approach of the firm or individual.
	2. Proposed organizational chart. Include sub consultants, if appropriate.

Section 3	
Key Personnel Introduction	1. Detailed resumes of key person(s) to be assigned to the project, including but not limited to:
	a. Name and title
	b. Job assignments for other projects
	c. Percentage of time to be assigned to this project
	d. Current and projected workload of key individuals
	e. How many years with this firm
	f. How many years with other firms
	g. Experience (type of projects, size of projects, specific project involvement)
	h. Education and active registration(s)
	i. Other experience/qualifications that are relevant to this project.

Section 4	
Past Performance Experience	1. The proposer should have proven professional experience in preparation of public art plans. No less than three (3) plans are to be detailed identifying specific measures taken to accomplish each of the tasks identified (if applicable), and identifying specific deliverables and measures taken to implement the plan recommendations. It is preferable that the public art plans be within the State of Florida.
	2. For each of the three (3) projects demonstrating past performance experience, please provide the following details:
	a. Name and location of the completed master plan, the year of commencement and of completion, and the name, e-mail address, and telephone number for the client's contract manager.
	b. The names of the firm's staff who were directly responsible for the public art plan, specifically, those working directly with the local government representatives.
	c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked with to complete the public art plan.
	d. The name and telephone number of the contracting agency and local government official responsible for oversight of the public art plan.

Section 5	
References	1. List five (5) references that can comment on your firm's ability to complete a public art master plan. The references shall be contacted as part of the committee's decision-making process. Include
	a. Name and address
	b. Telephone number
	c. E-mail address

Section 6	
Methodology and Technical Approach	1. Specify the firms approach to completing the tasks specified in the proposed RFP.
	2. Include an implementation schedule with a final delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
	3. Current and projected workload of the company
	4. Fee Proposal - The Consultant shall provide the City with a detailed fee proposal that provides a lump sum price for the outlined scope of services and includes the fee rate for staff for additional services if requested by City staff.
	5. Description of the required tasks to be accomplished to complete the Downtown Master Plan for public art.

Section 7	
Required Forms	1. Conflict, Non-Conflict of Interest Statement and Litigation Statement
	2. Drug Free Workplace Certificate
	3. Addendum Acknowledgement, if applicable

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., March 13, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary

to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Planning Director, two (2) Senior Planners, Economic Development Director, and member of Leisure Services Department. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (25 points)
 References (20 points)
 Methodology and Technical Approach (25 points)
 Public outreach strategy (15 points)
 Fee Proposal (15 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

1. Downtown Master Plan
2. Public Art ordinance (Code of Ordinances)
3. Ormond MainStreet Branding Strategy

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
 Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2.**
 - (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b)** With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i.** Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii.** Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety

and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. **Hold Harmless and Indemnity**

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
 \$100,000 Each Employee Bodily Injury by Disease
 \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXXX)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
XXXXXX
(RFP No. XXXX)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Renewal for Creech Enterprises Inc.		
Summary:	On December 21, 2023, Creech Enterprises Inc., dba Southeast Containers, submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a non-refundable renewal fee of \$1,500. The existing franchise will expire on February 2, 2024. Creech Enterprises Inc. acknowledges the per-pull charge of \$48.95 to be remitted by the 10th day of the month accompanied by appropriate documentation. Creech Enterprises Inc. offers 10-, 15-, 20-, and 30-yard roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry, and staff expect a high level of customer satisfaction.		
Financial Impact:	Revenues from this non-exclusive franchise agreement will be \$5,000 from the receipt of the annual franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges, which will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures that these businesses operate within the requirements of the City. Currently, Creech Enterprises Inc. dba Southeast Containers, Waste Pro of Florida, Waste Management Inc. of Florida, Samsula Landfill Inc., GEL Recycling LLC, and Mid Florida Materials serve as the only roll-off haulers permitted to do business within the City's corporate limits. Having a variety of authorized haulers provides a varied selection from which to choose.		
Recommended Action (Staff,	Staff intends to renew the non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated		

Advisory Board and/or Other):	within the City to Creech Enterprises Inc. dba Southeast Containers from February 2, 2024 to February 2, 2025.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		
Attachments:	1. Creech renewal application		
Approval:	Kelly McGuire, Finance Director	1/4/2024	
	Claire Whitley, Assistant City Manager	1/16/2024	
	Joyce Shanahan, City Manager	1/17/2024	

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New

☒ Renewal

☐ Transfer

☐ Modification

Application Information:

Name:

Creech Enterprises, Inc. dba Southeast Containers

Address:

29160 S. Nova Rd.

City/State/Zip Code:

South Daytona, FL 32119

Phone Number:

386-547-4182

Contact Name:

Lowry Creech

Contact Email:

secontainers@gmail.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

**Franchise Application Requirements
And Requirement Checklist**

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☒ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- ☒ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

8. ☒ List of all franchises applied for which were not granted during the previous five-year period;
9. ☒ Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
10. ☒ Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
11. ☒ An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
12. ☒ Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.
13. ☒ Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

Lowry Creech
Applicant name (print or Type)

[Signature]
Applicant signature

Application submission date

[Signature] 12/21/23
Application received by date

[Signature] 7008 12/1/23
Application fee received by check number check date

[Signature] 12/21/23
Approved City Manager/designee signature date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 2960 S. Nova Rd.
City: South Daytona State: FL Zip: 32119
Telephone No.: 386-547-4182 Fax No.: 386-767-0308
Federal ID No.: 16-1646047

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____ by: _____

General Partner Signature

If a Corporation: Creech Enterprises, Inc.

Corporate Name

(a Florida Corporation)

by: [Signature]

Signature

Title: Vice President

Attest: [Signature] (SEAL)

Corporate Secretary

NOTARY PUBLIC: Kimberly A. Decker

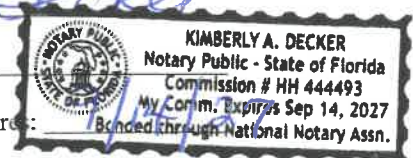
STATE OF: FL COUNTY OF: VOLUSIA

The foregoing instrument was acknowledged before me this 11 day of the year 23, by LOWERY CREECH who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Kimberly A. Decker

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: #HH 444493 My Commission Expires: _____





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

CREECH ENTERPRISES, INCORPORATED

Filing Information

Document Number	P00000079554
FEI/EIN Number	16-1646047
Date Filed	08/23/2000
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/22/2003

Principal Address

2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119

Changed: 04/28/2004

Mailing Address

2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119

Changed: 04/28/2004

Registered Agent Name & Address

CREECH, AARON E
2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119

Name Changed: 06/10/2014

Address Changed: 06/10/2014

Officer/Director Detail

Name & Address

Title President

CREECH, AARON
2960 S. NOVA RD
SOUTH DAYTONA, FL 32119

Title VP

Creech, Lowry
 2960 S. NOVA ROAD
 SOUTH DAYTONA, FL 32119

Annual Reports

Report Year	Filed Date
2021	01/17/2021
2022	02/14/2022
2023	01/26/2023

Document Images

01/26/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- ANNUAL REPORT	View image in PDF format
01/17/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2018 -- ANNUAL REPORT	View image in PDF format
01/15/2017 -- ANNUAL REPORT	View image in PDF format
03/10/2016 -- ANNUAL REPORT	View image in PDF format
03/04/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
03/02/2012 -- ANNUAL REPORT	View image in PDF format
02/08/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- ANNUAL REPORT	View image in PDF format
02/28/2009 -- ANNUAL REPORT	View image in PDF format
03/18/2008 -- ANNUAL REPORT	View image in PDF format
03/02/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/22/2003 -- REINSTATEMENT	View image in PDF format
05/16/2001 -- ANNUAL REPORT	View image in PDF format
08/23/2000 -- Domestic Profit	View image in PDF format

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000079554

Entity Name: CREECH ENTERPRISES, INCORPORATED**Current Principal Place of Business:**2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119**Current Mailing Address:**2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119 US**FEI Number:** 16-1646047**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CREECH, AARON E
2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** AARON E CREECH

01/26/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT
Name	CREECH, AARON
Address	2960 S. NOVA RD
City-State-Zip:	SOUTH DAYTONA FL 32119

Title	VP
Name	CREECH, LOWRY
Address	2960 S. NOVA ROAD
City-State-Zip:	SOUTH DAYTONA FL 32119

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LOWRY CREECH

VP

01/26/2023

Electronic Signature of Signing Officer/Director Detail

Date

[Previous on List](#)[Next on List](#)[Return to List](#)

Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

SOUTHEAST CONTAINERS

Filing Information

Registration Number G19000112924
Status ACTIVE
Filed Date 10/17/2019
Expiration Date 12/31/2024
Current Owners 1
County VOLUSIA
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119

Owner Information

CREECH ENTERPRISES, INC.
2960 S NOVA RD.
SOUTH DAYTONA, FL 32119
FEI/EIN Number: 16-1646047
Document Number: P00000079554

Document Images

[10/17/2019 -- Fictitious Name Filing](#)

[Previous on List](#)[Next on List](#)[Return to List](#)

Fictitious Name Search

No Filing History

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000112924

Fictitious Name to be Registered: SOUTHEAST CONTAINERS

Mailing Address of Business: 2960 S. NOVA ROAD
SOUTH DAYTONA, FL 32119

Florida County of Principal Place of Business: VOLUSIA

FEI Number:

FILED
Oct 17, 2019
Secretary of State

Owner(s) of Fictitious Name:

CREECH ENTERPRISES, INC.
2960 S NOVA RD.
SOUTH DAYTONA, FL 32119
Florida Document Number: P00000079554
FEI Number: 16-1646047

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

AARON CREECH

10/17/2019

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

Creech Enterprises, Inc. dba
Southeast Containers

Construction & Demolition Roll Off Services Application

Name: Creech Enterprises, Inc. dba Southeast Containers
Address: 2960 S Nova Rd, South Daytona, FL 32119
Phone: 386-547-4182
Owner: Aaron Creech (100% owner)
Fax: 386-767-0308
Email: secontainers@gmail.com

Officers:

Aaron Creech President
2960 S Nova Rd., South Daytona FL 32119
Lowry Creech VP
2960 S Nova Rd., South Daytona, FL 32119

Southeast Containers has been in business in Volusia County for 10+ years offering construction and demolition debris roll off container services. It was purchased in October 2014 by Creech Enterprises, Inc. Creech Enterprises, Inc. has been in the construction and wastewater collection services since 2001. Southeast Containers has been servicing such contracts as ICI, Minto, and Volusia County School Board for years.

Southeast Containers is franchised in Daytona Beach, Ponce Inlet, Palm Coast, Flagler Beach, New Smyrna Beach, Port Orange and Daytona Beach Shores. We have not applied for any franchises that have not been granted.

Inventory:

4 Freightliner Hook Trucks
2 Mack Hook Truck
250 roll off containers (varying sizes: 10, 15, 20, 30 yards)

Disposal Facilities:

4Jays Landfill-C&D
425 S State Road 415, New Smyrna Beach, FL 32168

Tomoka Landfill-Volusia County Government-C&D
1990 Tomoka Farms Road, Port Orange, FL 32128

Samsula Landfill Inc
363 SR415
New Smyrna Beach, FL 32168

2960 S Nova Rd.
South Daytona, FL 32119
Phone: 386-547-4182
Fax: 386-767-0308
secontainters@gmail.com

Creech Enterprises, Inc. dba
Southeast Containers

Creech Enterprises, Inc. dba Southeast Containers certifies that there is no unsatisfied or outstanding money judgement(s) against the corporation or owners of the corporation.

Creech Enterprises, Inc. dba Southeast Containers certifies that we have never been adjudicated in default on any government contract.

The public need for the proposed franchise is great. Ormond Beach is growing fast which means there is a lot of commercial and residential construction to meet the needs of the citizens of Ormond Beach. All construction and demolition debris needs to be stored and removed from the site in a safe and reliable manner. We offer that safe fast reliable service have been for years. We guarantee same day service if called in before noon. Next day service is guaranteed if called in the afternoon (but still try to service same day).

Southeast Containers is financial able to perform. This business as been performing for 10+ years even through the economic/construction down turn Southeast Containers and Creech Enterprises was able to survive without default. Creech Enterprises, Inc. was able to obtain Southeast Containers through a U.S. Small Business Administration (SBA) loan. The process for such a loan includes rigorous financials to make sure upstanding business.

Southeast Containers has been servicing the Volusia County area for 10+ years. We have provided services to everyone from the little guy cleaning up his house to the large demolition job taking down an entire house to the construction companies constructing a new home. We have been servicing large builders such as Intervest Construction, Inc. (ICI) and Minto Communities for 6+ years for their C&D needs in Volusia County. We also service government agencies such as the Volusia County School Board for debris removal needs.

Southeast Containers currently owns a 2007, 2010 2012 and 2017 Freightliner as well as a 2005 and 2004 Mack that are used to deliver and pull the 250 containers varying in sizes (10,15, 20, and 30 yards) to and from job sites through out the county.

All trucks are properly serviced and maintained to meet Department of Transportation (DOT) regulations with a certified mechanic. They have yearly inspections. All trucks are equipped with tarps to contain all debris during transit.

2960 S Nova Rd.
South Daytona, FL 32119
Phone: 386-547-4182
Fax: 386-767-0308
secontainters@gmail.com



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - Radio Control Club		
Summary:	Staff intends to allow the auto-renewal of the Ormond Beach Radio Control Club (Club) agreement for an additional year. The Club would like to continue this agreement, which has been allowed to automatically renew annually since 2008 (the end of the initial term). The lease agreement allows the Club to operate electric-powered model airplanes in the upper landfill area in Nova Community Park. The Club must follow strict conditions which do not impact the neighboring residential area; they have continuously met those conditions.		
Financial Impact:	None		
Citizen Impact:	The lease provides a way for the Club to enjoy their hobby in a professional manner, at a designated location, which causes the least disturbance to surrounding neighbors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intend to allow the contract to auto-renew an additional year, unless otherwise directed by the City Commission.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Attachment-49692 (1)		
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager 1/8/2024 1/16/2024 1/17/2024		

RESOLUTION NO. 2007-56

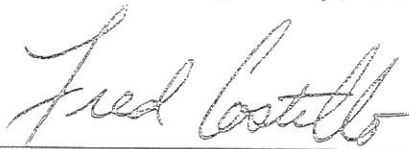
A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT AND A FIRST AMENDED ACCESS AGREEMENT BETWEEN THE CITY AND ORMOND BEACH RADIO CONTROL CLUB, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a First Amended Model Airplane Lease Agreement and a First Amended Access Agreement between the City and Ormond Beach Radio Control Club, Inc., for the purposes stated therein; copies of said agreements being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 1st day of May, 2007.



FRED COSTELLO
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

FIRST AMENDED MODEL AIRPLANE LEASE AGREEMENT

THIS FIRST AMENDED AGREEMENT, is made and entered into by and between the CITY OF ORMOND BEACH, a Florida municipal corporation ("LESSOR") and ORMOND BEACH RADIO CONTROL CLUB, INC., a non-profit corporation duly formed and existing under the laws of the State of Florida, ("LESSEE"), on the terms and conditions described herein, which terms and conditions constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services that are provided by non-profit volunteer recreation groups; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a lease for the use of certain premises as described in Exhibit "A" attached hereto solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the lease premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.
2. GENERAL COVENANTS.
 - a) LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services.
 - b) LESSEE shall have the exclusive privilege of using the premises, as described and depicted in Exhibit "A" attached hereto and incorporated herein by reference,

solely for the operation of electric-powered model airplanes, both on the ground and in the airspace above the premises, subject to the following conditions:

- i) Designated times for the use of the premises shall be: Monday through Saturday (8:00 a.m. to 8:00 p.m.); and Sunday (9:00 a.m. to 6:00 p.m.).
- ii) Only electric-powered model airplanes shall be operated (fuel-powered model airplanes are prohibited). No more than two (2) electric-powered airplanes shall be operated at the same time.
- iii) Electric-powered model airplanes shall only be operated on and in the airspace above the premises depicted in Exhibit "A". Flags shall be posted around the perimeter of the premises to delineate the boundary of the fly-zone.

c) Contemporaneously with the execution of this Agreement the parties hereto shall enter into an access easement for the ingress and egress by LESSEE to the premises depicted on Exhibit "A". By providing access to the premises LESSOR is not expressly or implicitly agreeing to give LESSEE additional access to any other portion of LESSOR'S property located at 440 N. Nova Road, Ormond Beach, Volusia County, Florida.

d) Vehicular access to the premises depicted on Exhibit "A" shall only be gained over the access easement and shall be strictly restricted to vehicles with the appropriate disabled parking permit issued under Sections 316.1958 or 320.0848, *Florida Statutes*, or a license plate issued under Sections 320.084, 320.0842, 320.0843 or 320.0845, *Florida Statutes*, and such access will be permitted only when the vehicle is transporting the person to whom the displayed permit is issued. Otherwise, all access to the premises depicted on Exhibit "A" shall be strictly pedestrian access only. Violation of this provision may result in the City's termination of this lease agreement without benefit of the notice provisions set forth in Paragraph 5, TERM AND TERMINATION.

3. **MAINTENANCE.** LESSOR shall maintain and repair the premises at its own expense, and shall have the right to close the premises and/or surrounding facilities to

protect the health, safety, or welfare of the public. The LESSEE shall not perform any maintenance or repair of the premises without the prior written consent of the LESSOR.

4. IMPROVEMENTS. The LESSEE shall not make any alterations or improvements to the leased premises without the complying with any required conditions of the City's Land Development Code. Any alterations or improvements to the leased premises by LESSEE shall not involve vehicular access of any type with the exception of a riding lawnmower as provided in Paragraph 3 above as to the area depicted in Exhibit "A." Any alterations or improvements to the leased premises by LESSEE shall not involve any compaction of the area depicted in Exhibit "A." LESSEE assumes all risk with respect to the construction of the improvements to the property and agrees that all improvements shall comply with all building code requirements, including all matters pertaining to zoning of the property. All improvements to the property made by LESSEE shall become the property of LESSOR upon termination of this agreement. The LESSEE shall be responsible for paying any and all costs and expenses associated with any improvement it makes to the leased premises.

5. TERM AND TERMINATION. This Agreement shall begin on the date it is last signed by the respective parties. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides prior notice to the other party of their intent not to renew the Agreement. Either party may terminate this agreement without cause upon providing the other party with at least sixty (60) days prior written notice. The city commission may terminate this Agreement for cause for a violation of any of the General Covenants described in paragraph 2 above upon providing the other party with at least thirty (30) days prior written notice of the intention to terminate the Agreement for cause.

6. CONSIDERATION. LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities.

7. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless & Indemnification. The LESSEE shall hold harmless and indemnify the LESSOR (including its appointed and elected officers, employees, agents, and

other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by LESSEE (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

b) Loss Control & Safety. Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

8. ADVERTISEMENT. No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City Leisure Services Director. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

9. SOVEREIGN IMMUNITY. The CITY retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

10. ASSIGNMENT. This Agreement shall not be assigned, transferred, or otherwise conveyed in whole or in part, including all or any part of any privileges thereunder by either party.

11. INSURANCE. The LESSEE shall, at its own expense, purchase and maintain applicable insurance in accordance with the City's applicable insurance requirements.

12. COMPLETE AGREEMENT. This Agreement constitutes the entire and complete agreement between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

13. SEVERABILITY. In the event any provision of this Agreement is declared to be null and void and unenforceable by a court of competent jurisdiction, then in that event, the remaining part of the Agreement shall remain in full force and effect.

14. NOTICES. Any notice that is required to be given by this Agreement shall be directed to the following:

CITY OF ORMOND BEACH
Office of the City Manager
22 South Beach Street
Ormond Beach, FL 32174

ORMOND BEACH RADIO
CONTROL CLUB, INC.
4 Katrinas Drive
Ormond Beach, FL 32174

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1st day of May, 2007

Witnesses:

CITY OF ORMOND BEACH

Lois Toney
Print Name: Lois Toney

By: Fred Costello
FRED COSTELLO
Mayor

Shaun Ross
Print Name: Shaun Ross

Attest: Isaac Turner
ISAAC TURNER
City Manager

DATED this ____ day of _____, 2007.

Witnesses:

ORMOND BEACH RADIO
CONTROL CLUB, INC.

Print Name: _____

By: _____

CLIFFORD NORRIS
President

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

ORMOND BEACH RADIO CONTROL CLUB

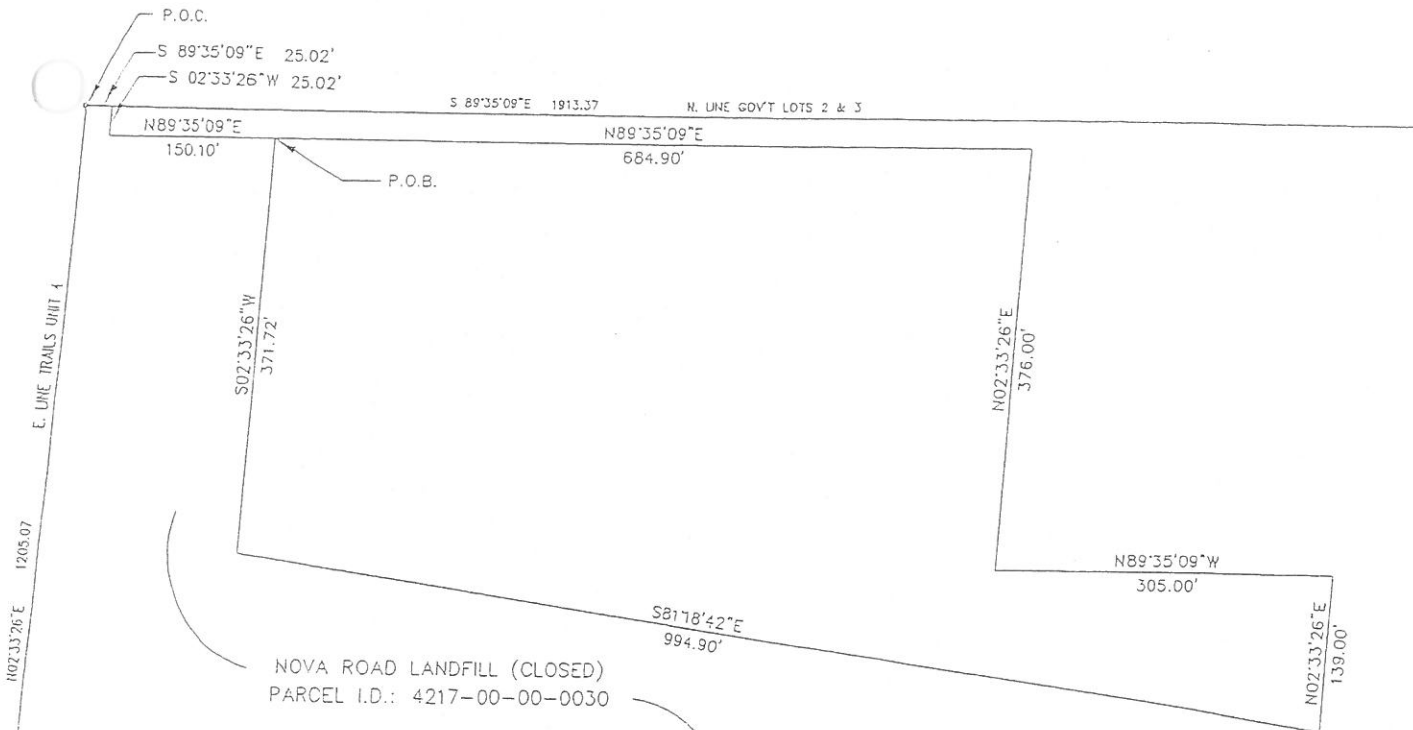
EXHIBIT "A"

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437 ACRES, MORE OR LESS



SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

NOT TO SCALE

FIRST AMENDED ACCESS AGREEMENT

THIS AMENDED AGREEMENT is entered into on the _____ day of _____, 2007, between and among the **CITY OF ORMOND BEACH**, a Florida municipal corporation (hereinafter referred to as the "Grantor") and **ORMOND BEACH RADIO CONTROL CLUB, INC.**, a Florida non-profit corporation, whose post office address is 4 Katrinas Drive, Ormond Beach, Volusia County, Florida 32174 (hereinafter referred to as "Club"), on the terms and conditions set forth below.

WHEREAS, Grantor is the owner of certain property located at 440 Nova Road, Ormond Beach, Volusia County, Florida; and

WHEREAS, the Club wishes to obtain access to a portion of this property as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of flying electric-powered model airplanes (this specific portion of the property is hereinafter referred to as the "Premises"); and

WHEREAS, Grantor has determined that it is in the best interests of the Grantor and Club to grant unto the Club limited access to the Premises pursuant to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Grantor hereby grants and conveys unto the Club limited access to the Premises for the sole purpose of allowing the Club to utilize the Premises for the operation of electric-powered model airplanes in accordance with that certain First Amended Model Airplane Lease Agreement. Ingress and egress to the Premises shall be gained over an access easement as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference. Ingress and egress shall be for pedestrian use only except for limited vehicular access as outlined in Paragraph 2(d) of the Model Airplane Lease Agreement executed by the parties hereto. By providing access to the Premises, Grantor is not expressly or implicitly agreeing to give the Club additional access to any other portion of Grantor's property located at 440 Nova Road, Ormond Beach, Volusia County, Florida.

2. The Club shall hold harmless and indemnify the Grantor (including its appointed and elected officers, employees, agents, and other representatives) from and against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions caused in whole or in part by Club (including its directors, officers, employees, volunteers, agents, and other representatives) committed in furtherance of this Agreement or use of the access easement or recreational facilities. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

3. Any notice required to be given in connection with this Agreement shall be in writing and deemed received 72 hours after its deposit in the United States Mail, Certified Mail Return Receipt, postage pre-paid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at the following addresses:

If to Grantor:

City Manager
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277

If to Club:

President
Ormond Beach Radio Control Club, Inc.
4 Katrinas Drive
Ormond Beach, FL 32174

4. The Grantor and the Club agree that this Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral relating to the matters set forth herein. 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. The covenants, promises, and representations herein contained shall survive any termination of this Agreement.

5. The Grantor retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

6. Venue for any dispute, action, or proceeding involving this Agreement, whether at law or in equity, shall be in the county or circuit courts for the Seventh Judicial Circuit, Volusia County, Fla. The parties expressly waive venue in any other state or federal forum.

7. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other of such termination.

8. This Agreement shall be recorded in the Public Records of Volusia County, at the expense of the Club.

9. Each party, and each person signing on behalf of a party, represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without the approval of any other person.

IN WITNESS WHEREOF, the parties have caused this Access Agreement to be executed on the day and year first above written.

WITNESSES:

CITY OF ORMOND BEACH, FLORIDA

Lisa Toney
Print Name: Lisa Toney

BY: Fred Costello
FRED COSTELLO
Mayor

Shirley Moss
Print Name: Shirley Moss

ATTEST: Isaac D. Turner
ISAAC D. TURNER
City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by FRED COSTELLO and ISAAC D. TURNER, the Mayor and City Manager of the City of Ormond Beach respectively, on behalf of the City of Ormond Beach. They are personally known to me.

NOTARY SEAL

NOTARY PUBLIC-STATE OF FLORIDA
 Veronica Patterson
Commission # DD413444
Expires: MAY 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Veronica Patterson

WITNESSES:

ORMOND BEACH RADIO CONTROL
CLUB, INC., a Florida non-profit corporation

Print Name: _____

BY: _____
Print Name: _____
Title: _____

Print Name: _____

ATTEST: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, the _____ of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, the _____ of the Ormond Beach Radio Control Club, Inc. He is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

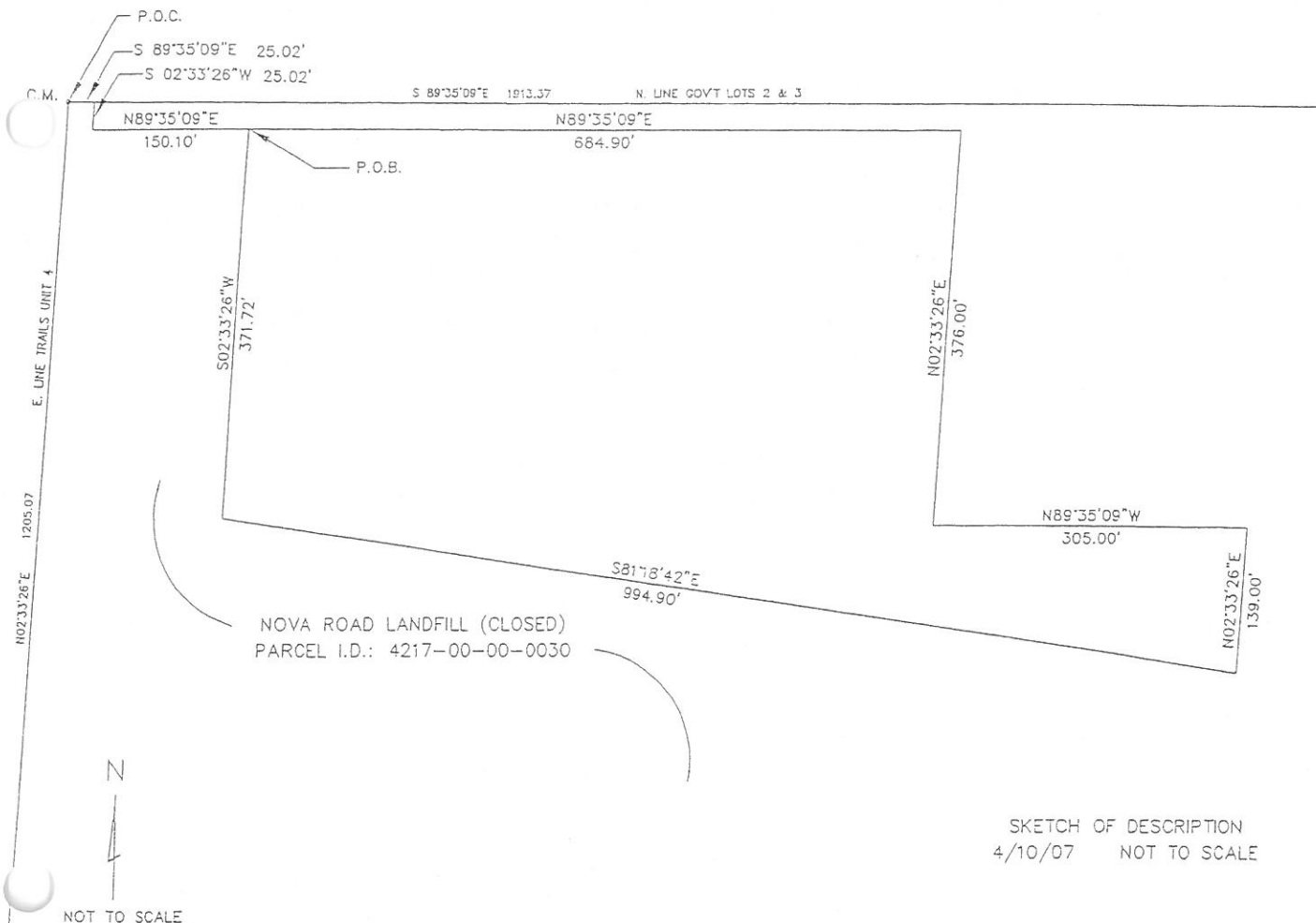
EXHIBIT "A" to Access Agreement

NOVA LANDFILL LEASE AREA

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $89^{\circ} 35' 09''$ EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH $2^{\circ} 33' 26''$ WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE NORTH $89^{\circ} 35' 09''$ EAST A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $2^{\circ} 33' 26''$ WEST A DISTANCE OF 371.72 FEET; THENCE SOUTH $81^{\circ} 18' 42''$ EAST A DISTANCE OF 994.90 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 139.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 305.00 FEET; THENCE NORTH $2^{\circ} 33' 26''$ EAST A DISTANCE OF 376.00 FEET; THENCE NORTH $89^{\circ} 35' 09''$ WEST A DISTANCE OF 684.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 323,976.78 SQUARE FEET or 7.437
ACRES, MORE OR LESS



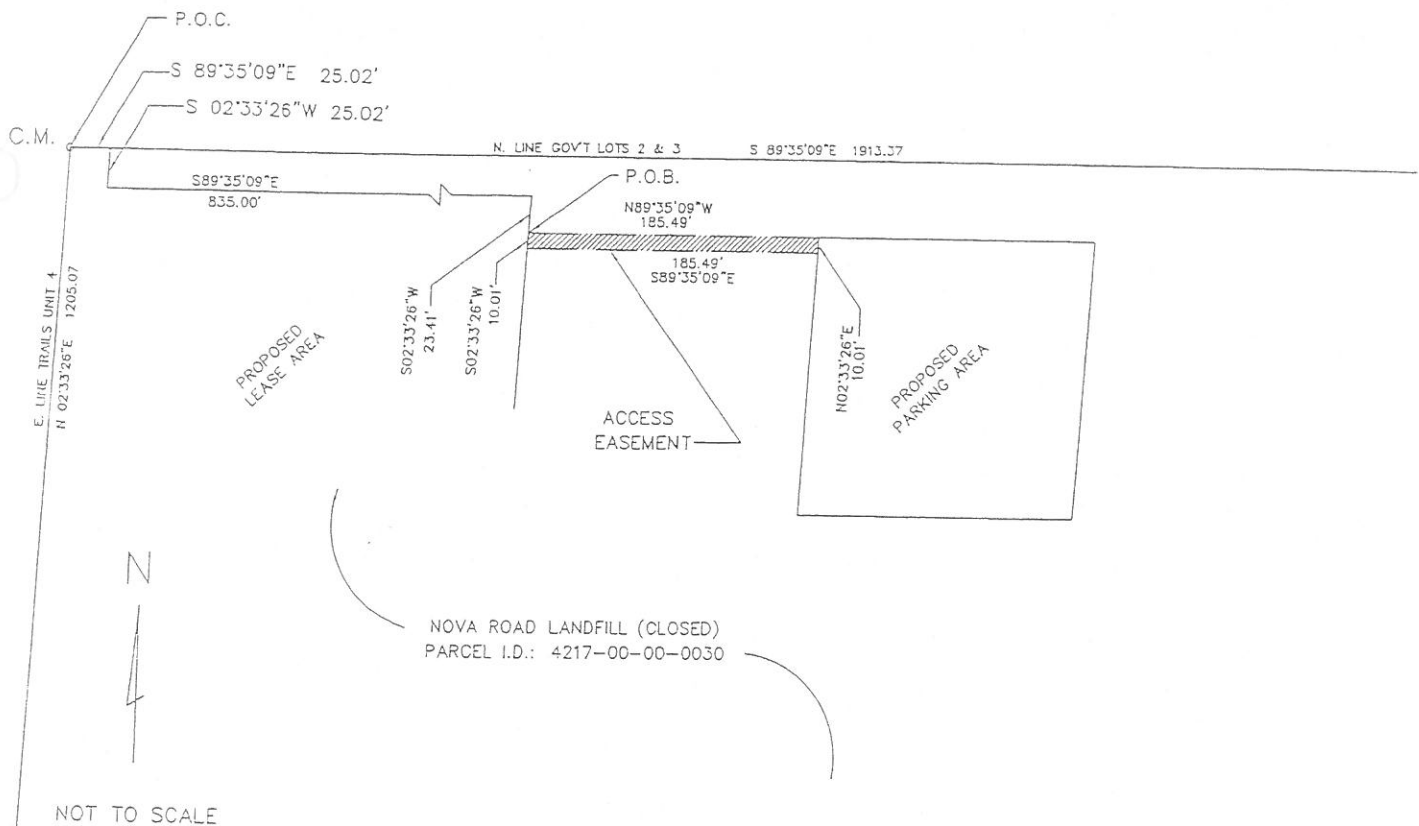
SKETCH OF DESCRIPTION
4/10/07 NOT TO SCALE

EXHIBIT "B" to Access Agreement

ORMOND BEACH RADIO CONTROL CLUB
NOVA LANDFILL LEASE AREA ACCESS EASEMENT
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOT 3, SECTION 17, TOWNSHIP 14 SOUTH, RANGE 32 EAST AS LIES WEST OF NOVA ROAD, ALSO KNOWN AS STATE ROAD 5A, A 100-FOOT PUBLIC RIGHT OF WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF COMMENCEMENT, SAID POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 187, THE TRAILS SUBDIVISION, UNIT 4, AS RECORDED IN MAP BOOK 34, PAGES 140 AND 141, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89° 35' 09" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 25.02 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 2° 33' 26" WEST AND PARALLEL TO THE EAST LINE OF SAID TRAILS SUBDIVISION UNIT 4 A DISTANCE OF 25.02 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 835.00 FEET; THENCE SOUTH 2° 33' 26" WEST A DISTANCE OF 23.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 2° 33' 26" WEST A DISTANCE OF 10.01 FEET; THENCE SOUTH 89° 35' 09" EAST A DISTANCE OF 185.49 FEET; THENCE NORTH 2° 33' 26" EAST A DISTANCE OF 10.01 FEET; THENCE NORTH 89° 35' 09" WEST A DISTANCE OF 185.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,854.86 SQUARE FEET or 0.043 ACRES, MORE OR LESS



SKETCH OF DESCRIPTION

4/10/07

NOT TO SCALE



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - Contracts for Miscellaneous Crafts & Trades Services (As Needed)		
Summary:	This is notification of staff's intent to allow the contracts for "Miscellaneous Crafts & Trades Services - As Needed" for Carpentry, Fire Alarm Monitoring Equipment Services, Fire Suppression Systems, Plumbing, HVAC, Flooring, Roofing, Fencing, Painting, Docks/Decking, Electrical, Elevator Inspections & Repair Services including Wheelchair Lifts, Pest Control Services, Pool/Splash Pad Maintenance, and Audio/Visual and Theatrical Equipment Servicing to auto-renew for one additional year. In February 2023 the City Commission authorized, through Resolution No. 2023-48, the execution of an agreement with the following firms and the associated category of work: 1. Ruby Builders, Inc. (carpentry) 2. Flair Service, Inc. (HVAC) 3. A.A.T. Roofing, LLC (roofing) 4. Southern Painting and Waterproofing (painting/waterproofing) 5. Fence Services d/b/a AAA Fence (fencing) 6. Custom Built Docks, Inc. (docks/decking) 7. Village Key and Alarm (fire alarm monitoring) 8. Village Key and Alarm (fire suppression systems) 9. Economy Electric (electrical services) 10. C&D Industrial Maintenance, LLC (overhead doors) 11. Fence Services d/b/a AAA Fence, (electric gates) 12. John D. Schofield Jr., (pool/splash pad) 13. Special Events Services (event services) 14. Special Events Services (audio/visual equipment)		

	In May 2022, the City Commission authorized, through Resolution No. 2022-65, the execution of additional agreements with the following firms and the associated category of work: • Medley Sports Construction (removal & repair of shade structures) • Bill Kooy Pressure Cleaning (washing/power washing services) In April 2023, the City Commission authorized, through Resolution No. 2023-70, the execution of additional agreement with the following firm and associated category of work: • Royal Pest Control (pest control services) The contracts state the agreement will be automatically renewed for additional 1-year periods, not to exceed 4 additional one-year periods, unless either party provides at least 60 days prior written notice to the other party of their intent not to renew the agreement. These contractors have continually provided satisfactory craft and trade work for the City and staff intends to auto-renew the contracts for 1 additional year effective February 2024 and March 2024 respectively.
Financial Impact:	The Facilities Renewal and Replacement Fund Fiscal Year 2023-24 Budget includes funds for various Miscellaneous Crafts and Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. (Larger trades projects, in excess of \$25,000, would not fall under these contracts; the projects would be put out to bid separately and would be brought to the City Commission for approval.)
Citizen Impact:	By having a miscellaneous crafts and trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, which is beneficial in providing quality and consistent services for residents.
Recommended Action (Staff, Advisory Board and/or Other):	Staff's intent is to auto-renew the agreements for the contractors listed above for an additional one-year period, unless otherwise directed by the City Commission.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. Bill Kooy Agreement 2. Royal Pest Svcs agreement 3. Medley Sports Agreement 4. Flair Agreement 5. Ruby Builders Agreement 6. AAT Roofing Agreement 7. Southern Paint Agreement

	8. AAA Fence Agreement 9. Custom Built Docks Agreement 10. Village Key and Alarm Agreement 11. Economy Electric Agreement 12. JD's Atlantic Pool Services Agreement 13. C & D Industrial Maintenance 14. Special Event
Approval:	Kelly McGuire, Finance Director 1/26/2024 Claire Whitley, Assistant City Manager 1/29/2024 Joyce Shanahan, City Manager 1/31/2024

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Bill Kooy Pressure Cleaning, Inc.** ("Contractor"), 2665 N. Atlantic Avenue, #340, Daytona Beach, FL 32118, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("Miscellaneous Crafts and Trades Services [As Needed]", RFP 2022-11), attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for four (4) additional one-year periods unless either party provides at least sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Bill Kooy Pressure Cleaning, Inc.
William P. Kooy, President
2665 N. Atlantic Avenue, #340
Daytona Beach, FL 32118

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2022.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____

BILL PARTINGTON

Mayor

Print Name: _____

By: _____

JOYCE SHANAHAN

City Manager

DATED this _____ day of _____, 2022.

Witnesses:

BILL KOOY PRESSURE CLEANING, INC.

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**

RFP NUMBER: **2022-11**

RFP OPENING DATE & TIME: **3/22/2022 at 2:00 pm**

RFP OPENING LOCATION: **City Hall-Training Room (breezeway)**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Bill Kooy Pressure Cleaning, Inc.

PROPOSER'S MAILING ADDRESS: 2665 N. Atlantic Ave., #340

CITY-STATE-ZIP: Ormond Beach, FL 32118

F.E.I.N.: 20-2821393

PHONE NUMBER: (386) 405-5641

FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X [Signature]
AUTHORIZED SIGNATURE (MANUAL)

William P. Kooy
NAME (TYPED)

President
TITLE

March 21, 2022
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written

approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: overhead door/electric gates, to include welding and millwright services; emergency removal of shade structure covers, to include repairs and replacement services. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., March 22, 2022.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited

to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any

unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect

on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. **This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.** Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship and Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work

report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **overhead door/electric gates** (repair and installation, including welding and millwright services) **shade structures** (emergency removal, installation and repairs), and **pressure cleaning** (including equipment rental and refuse removal). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2022-11) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR/ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

ITEM DESCRIPTION

Emergency Removal and Repair of Shade Structures

UNIT PRICE

- | | | |
|----|--|--------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | _____ % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | _____ % |
| 3. | Labor (non-urgent service call) | \$ _____ /per hour |
| 4. | Labor (urgent service call) | \$ _____ /per hour |
| 5. | Labor (emergency service call) | \$ _____ /per hour |
| 6. | Labor (after hours service call) | \$ _____ /per hour |

Comments and/or explanation of other charges not included in the above: _____

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	<u>0</u> %
2.	Material and Parts costing over \$100 (Cost plus %)	<u>0</u> %
3.	Rental Equipment (Cost plus %)	<u>0</u> %
4.	Journeyman or equivalent (regular time)	\$ <u>25.00</u> /per hour
5.	Journeyman or equivalent (after hours time)	\$ <u>25.00</u> /per hour
6.	Apprentice or equivalent (regular time)	\$ <u>0</u> /per hour
7.	Apprentice or equivalent (after hours time)	\$ <u>0</u> /per hour
8.	Helper or equivalent (regular time)	\$ <u>20.00</u> /per hour
9.	Helper or equivalent (after hours time)	\$ <u>20.00</u> /per hour
10.	Working Supervisor or equivalent (regular time)	\$ <u>0</u> /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ <u>0</u> /per hour
12.	Refuse Removed from Site	\$ <u>0</u> /per hour

Comments and/or explanation of other charges not included in the above: _____

- 20R -

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Bill Kooy Pressure Cleaning, Inc.
COMPANY NAME

[Signature]
AUTHORIZED SIGNATURE

William P Kooy
SIGNER'S NAME (PRINT OR TYPE)

President
TITLE

March 21, 2022
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Bill Kooy Pressure Cleaning, Inc.
Company Name

[Signature]
Authorized Signature

William Pkooy
Print Name

President
Title

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Bill Kooy Pressure
COMPANY NAME Cleaning, Inc.
[Signature]
AUTHORIZED SIGNATURE
William P Kooy
NAME
President
TITLE
March 21, 2022
DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified /Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 -(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

March 10, 2022

Addendum Number

1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Bill Kooy Pressure Cleaning, Inc

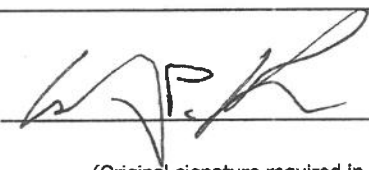
VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 2665 N. Atlantic Avenue, #340
Dryden Beach, FL 32118

PHONE NO.: (386) 405-5641 FAX NO.: _____

SUBMITTER'S NAME: William P Kooy
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, 
hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

ADDENDUM NO. 1

March 10, 2022

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 to the RFP for
Miscellaneous Crafts and Trades Services (As-Needed)
RFP No. 2022-11

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Last day for questions is March 11, 2022 at 5:00 PM.

An error was discovered on pages 20 of the RFP document. The verbiage **“THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL”** at the bottom of page 20 should be disregarded. Please replace page 20 with the revised page 20 below:

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

The RFP opening is scheduled for Tuesday, March 22, 2022 at 2:00 PM in the Training Room (Breezeway), Ormond Beach City Hall.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Miscellaneous Crafts and Trades Services (As-Needed_ RFP No. 2022-11**, for the City of Ormond Beach.

END OF ADDENDUM No. 1

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Royal Pest Services, Inc.** ("Contractor"), 6894 Phillips Parkway Dr. No., Jacksonville, FL 32256, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2023-20") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars (\$500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for one-year periods (not to exceed four renewals) unless either party provides at least sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

No single project estimated to cost over \$25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

(b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Royal Pest Services, Inc.
Jordan Harrington, President
6894 Phillips Parkway Dr. N.
Jacksonville, FL 32256

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

ROYAL PEST SERVICES, INC.

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

Attest: _____
Print Name: _____
Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

RFP TITLE: Miscellaneous Crafts and Trades Services (As Needed) - REBID

RFP NUMBER: 2023-20

RFP OPENING DATE & TIME: February 22, 2023 2:00PM

RFP OPENING LOCATION: City Hall Training Room (breezeway)

PRE-SUBMITTAL MEETING: NA

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Royal Pest Services, Inc.

PROPOSER'S MAILING ADDRESS: 6894 Phillips Pkwy Dr N.

CITY-STATE-ZIP: JACKSONVILLE, FL 32256-1575

F.E.I.N.: 59-3295970

PHONE NUMBER: (904) 886-2847

FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Rick Veer
AUTHORIZED SIGNATURE (MANUAL)

Rick Veer
NAME (TYPED)

Manager
TITLE

2/3/2023
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office, City Hall, 22 South Beach Street, Room 101, Ormond Beach FL 32174, on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be

modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: plumbing; flooring; elevator inspections and repairs, including wheelchair lifts and pest control. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this

RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$900,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health

Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor

Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding City of Ormond Beach purchasing threshold will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by

the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. (50pts)
- Contractor's years of experience in the field. (20pts)
- Contractor's ability to meet all licensing and risk management requirements. (10pts)
- Contractor's references and past experiences. (20pts)

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years' experience working directly with a Journeyman.

3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee).

The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to:

- **plumbing** (repair and installation of piping and plumbing fixtures),
- **flooring** (carpet, tile and wood floor repair and installation),
- **elevators and wheelchair lifts** (inspections service and repairs)
- **pest control** (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed the current purchasing threshold, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects,

not exceeding the city's purchasing threshold in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2023-20) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Rob Hart, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: rob.hart@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, questions will only be responded to prior to **seven (7) business days prior to due date**. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

Please indicate which Craft(s)/Trade(s) in submittal:

Craft / Trade	Complete Corresponding Page Number(s) along with all other RFP forms	Check here
Plumbing	Page 17	
Flooring	Page 18	
Elevator Inspections/Repairs	Page 19	
Pest control	Pages 20-21	☒

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

Proposing Firm: Royal Pest Services, Inc.

Pest Control Services

Location	Address	Quantity	U.O.M.	Unit Price	Annually
City Hall	22 South Beach Street	12	Monthly	41.00	492.00
Ames House	173 South Beach	12	Monthly	17.00	204.00
Ames House Annex	173 South Beach	12	Monthly	17.00	204.00
Ames Park	173 South Beach	12	Monthly	17.00	204.00
Police Dept.	170 West Granada	12	Monthly	47.00	564.00
P.A.L. House	194 Central Ave.	12	Monthly	30.00	360.00
Fire Station # 91	364 South Atlantic	12	Monthly	33.00	396.00
Fire Station # 92	189 South Nova Rd.	12	Monthly	26.00	312.00
Fire Station # 93	300 Wilmette Ave.	12	Monthly	26.00	312.00
Fire station # 94	2301 Airport Rd.	12	Monthly	26.00	312.00
Public Works	501 North Orchard St.	12	Monthly	47.00	564.00
Fleet Maint. Admin.	500 North Orchard St.	12	Monthly	47.00	564.00
Performing Arts	399 North US1	12	Monthly	40.00	480.00
Senior Center	351 Andrews Street	12	Monthly	36.00	432.00
Casements	25 Riverside Drive	12	Monthly	37.00	444.00
Nova Gymnastics	400 North Nova Rd.	12	Monthly	29.00	348.00
Bailey Riverbridge	1 North Beach Street	12	Monthly	20.00	240.00
Memorial Art	78 East Granada Blvd.	12	Monthly	22.00	264.00
O.B.Tennis Center	38 East Granada Blvd.	12	Monthly	30.00	360.00
Shuffleboard	700 Hull Rd.	12	Monthly	20.00	240.00
Nova Gym.	442 North Nova Rd.	12	Monthly	34.00	408.00
Nova Tennis Center	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova Concession	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova East Field	401 North Nova Rd.	12	Monthly	24.00	288.00
S.O.N.C.	176 Division Ave.	12	Monthly	19.00	228.00
Airport tower	725 Hull Rd.	12	Monthly	21.00	252.00
Airport Sports Office	700 Hull Rd.	12	Monthly	21.00	252.00

Airport Sports Baseball Bldg..	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Softball quad	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Soccer Concession	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
Airport Sports Soccer Clubhouse	700 Hull Rd.	12	Monthly	17 ⁰⁰	204 ⁰⁰
W.T.P. admin.	301 Jefferson Street	12	Monthly	27 ⁰⁰	324 ⁰⁰
W.W.T.P. Admin.	550 North Orchard	12	Monthly	21 ⁰⁰	252 ⁰⁰
Bait house	1 South Beach Street	12	Monthly	17 ⁰⁰	204 ⁰⁰
Casen Park	1 South Beach Street	12	Monthly	17 ⁰⁰	204 ⁰⁰
Fortunato Park	2 John Anderson Rd.	12	Monthly	18 ⁰⁰	216 ⁰⁰
Central Park 1	601 Fleming Ave.	12	Monthly	19 ⁰⁰	228 ⁰⁰
Central Park 2	601 Hammock Lane	12	Monthly	20 ⁰⁰	240 ⁰⁰
Sanchez Park	329 Sanchez Ave.	12	Monthly	20 ⁰⁰	240 ⁰⁰
Andy Romano Park	839 South Atlantic	12	Monthly	21 ⁰⁰	252 ⁰⁰
Environmental Discovery Center	601 Division Ave.	12	Monthly	40 ⁰⁰	480 ⁰⁰
Airport Sports Pride Restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Airport Sports Greg Boehm Softball Fields Restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Airport Sports Greg Smith Field House	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Championship field restrooms	700 Hull Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰
Nova Skate Park	440 North Nova Rd.	12	Monthly	23 ⁰⁰	276 ⁰⁰

Cost per rodent box (various locations as requested) \$ 25.50

Cost for monthly monitoring per rodent box \$ 5.00

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023 -20)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Royal Pest Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 6894 Phillips Pkwy Dr N
Jacksonville FL 32256

PHONE NO.: 904 886-2847 FAX NO.: 855 287 5636

SUBMITTER'S NAME: Rick Veen
(Typed or Printed in Ink)

TITLE: MANAGER

AUTHORIZED SIGNATURE: I, Rick Veen hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Royal Pest Services, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Ricca V. N.

SIGNER'S NAME (PRINT OR TYPE)

Manager

TITLE

2/3/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Royal Pest Services, Inc.
Company Name
[Signature]
Authorized Signature
RICK VEEN
Print Name

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it IS currently registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it has not had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Royal Pest Services, Inc.
COMPANY NAME
Rick Veer
AUTHORIZED SIGNATURE
RICK VEER
NAME
MANAGER
TITLE
2/3/2023
DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

- 1.** Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
- 2.**
 - (a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b)** With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i.** Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and

Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes Insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:**

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of

the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **William Medley Construction, Inc. d/b/a Medley Sports Construction** ("Contractor"), 32132 Hickory Lane, Sorrento, FL 32776, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ("Miscellaneous Crafts and Trades Services [As Needed]", RFP 2022-11), attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for four (4) additional one-year periods unless either party provides at least sixty (60) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

William Medley Construction, Inc.
d/b/a Medley Sports Construction
Erik Medley, President
32132 Hickory Lane
Sorrento, FL 32776

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2022.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2022.

Witnesses:

**WILLIAM MEDLEY CONSTRUCTION,
INC. d/b/a MEDLEY SPORTS
CONSTRUCTION**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

PRE-SUBMITTAL MEETING: N/A

If returning as a "No Submittal", please state reason (s): _____

X

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written

approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: overhead door/electric gates, to include welding and millwright services; emergency removal of shade structure covers, to include repairs and replacement services. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., March 22, 2022.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited

to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately \$300,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any

unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warranties being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect

on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars (\$500), except for emergency calls. **This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.** Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding \$500 will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over \$25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed \$24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship and Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work

report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. 50%
- Contractor's years of experience in the field. 20%
- Contractor's ability to meet all licensing and risk management requirements. 10%
- Contractor's references and past experiences. 20%

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his

designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.
2. APPRENTICE shall have a minimum of two (2) years experience working directly with a Journeyman.
3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.
4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee). The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to: **overhead door/electric gates** (repair and installation, including welding and millwright services) **shade structures** (emergency removal, installation and repairs), and **pressure cleaning** (including equipment rental and refuse removal). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed \$500, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule**. This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects, not exceeding \$500 in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2022-11) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Contractors may submit proposals for one, more than one, or all of the following fields of work.

**CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
OVERHEAD DOOR/ELECTRIC GATES		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

ITEM DESCRIPTION

Emergency Removal and Repair of Shade Structures

UNIT PRICE

- | | | |
|----|--|------------------|
| 1. | Materials and Parts costing \$0-\$100 (percent above Contractor's cost) | 25 % |
| 2. | Materials and Parts costing over \$100 (percent above Contractor's cost) | 22 % |
| 3. | Labor (non-urgent service call) | \$ 75 /per hour |
| 4. | Labor (urgent service call) | \$ 125 /per hour |
| 5. | Labor (emergency service call) | \$ 250 /per hour |
| 6. | Labor (after hours service call) | \$ 300 /per hour |

Comments and/or explanation of other charges not included in the above: _____

LIFTS NOT INCLUDING ONLY LADDERS UP TO 12'
 (ladders)

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2021-22)

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

William Medley Construction Inc. dba Medley Sports Construction
COMPANY NAME


AUTHORIZED SIGNATURE

Erik Medley
SIGNER'S NAME (PRINT OR TYPE)

President
TITLE

3/9/2012
DATE

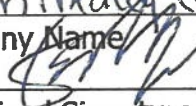
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CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

William Medley Construction aka Medley Sports Construc
Company Name

Authorized Signature
Erik Medley
Print Name
President
Title

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

William Medley Construction Inc.
dba
Medley Sports Construction

COMPANY NAME

AUTHORIZED SIGNATURE
Erik Medley

NAME
President

TITLE
3/9/2022

DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified / Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 -(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

- i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury
and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
March 10th 2022

Addendum Number
#1

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: William Medley construction Inc dba Medley Sports

VENDOR/CONTRACTOR LICENSE NUMBER: C6C1515598 Construction

ADDRESS: 32132 Hickory Ln.

Solomons to 321016

PHONE NO.: (353) 459-4436

FAX NO.:

SUBMITTER'S NAME:

Erik Medley

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Erik Medley
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

ADDENDUM NO. 1

March 10, 2022

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 to the RFP for
Miscellaneous Crafts and Trades Services (As-Needed)
RFP No. 2022-11

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Last day for questions is March 11, 2022 at 5:00 PM.

An error was discovered on pages 20 of the RFP document. The verbiage **"THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL"** at the bottom of page 20 should be disregarded. Please replace page 20 with the revised page 20 below:

REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2022-11)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
PRESSURE CLEANING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	_____ %
2.	Material and Parts costing over \$100 (Cost plus %)	_____ %
3.	Rental Equipment (Cost plus %)	_____ %
4.	Journeyman or equivalent (regular time)	\$ _____ /per hour
5.	Journeyman or equivalent (after hours time)	\$ _____ /per hour
6.	Apprentice or equivalent (regular time)	\$ _____ /per hour
7.	Apprentice or equivalent (after hours time)	\$ _____ /per hour
8.	Helper or equivalent (regular time)	\$ _____ /per hour
9.	Helper or equivalent (after hours time)	\$ _____ /per hour
10.	Working Supervisor or equivalent (regular time)	\$ _____ /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ _____ /per hour
12.	Refuse Removed from Site	\$ _____ /per hour

Comments and/or explanation of other charges not included in the above: _____

- 20R -

The RFP opening is scheduled for Tuesday, March 22, 2022 at 2:00 PM in the Training Room (Breezeway), Ormond Beach City Hall.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Miscellaneous Crafts and Trades Services (As-Needed_ RFP No. 2022-11**, for the City of Ormond Beach.

END OF ADDENDUM No. 1

A handwritten signature in black ink, appearing to be 'BMW' or similar, written in a cursive style.

3-10-22

FAXED

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Flair Service, Inc.** ("Contractor"), 935 Alexander Ave., Port Orange, FL 32129, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 4, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Flair Service, Inc.
Thomas P. McGuire, Jr., President
935 Alexander Avenue
Port Orange, FL 32129

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

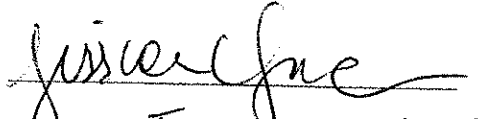
Wendy J. Nichols
Print Name: Wendy J. Nichols

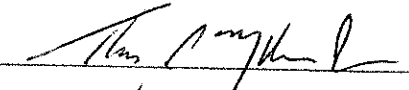
By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

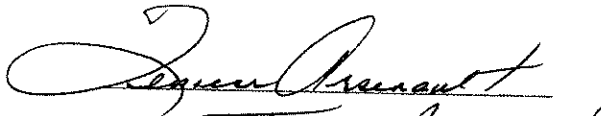
DATED this 7th day of FEBRUARY, 2018.

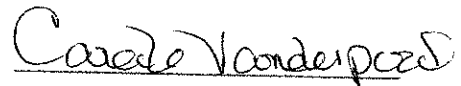
Witnesses:

FLAIR SERVICE, INC.


Print Name: Jessica Goddard

By: 
Print Name: Thomas P McGuire Jr
Title: President


Print Name: Terence Arsenault

Attest: 
Print Name: CAROLE VANDERPOOL
Title: MANAGER

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Ruby Builders, Inc.** ("Contractor"), 3939 Silver Star Road, Orlando, FL 32808, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 8, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Ruby Builders, Inc.
Jeff Suberman, President
3939 Silver Star Road
Orlando, FL 32808

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 5th day of February, 2018.

Witnesses:

RUBY BUILDERS, INC.

Lee Suberman

Print Name: Lee Suberman

By: [Signature]

Print Name: Jeff Suberman

Title: President

[Signature]

Print Name: Jeff Suberman

Attest: Lee Suberman

Print Name: Lee Suberman

Title: Corp. Secretary



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed)**
RFP NUMBER: **2015-06**
RFP OPENING DATE & TIME: **November 6, 2014 @ 2 PM**
RFP OPENING LOCATION: **2nd Floor Conference RM, Ormond Beach City Hall 22 S. Beach Street**
PRE-SUBMITTAL MEETING:
PRE-SUBMITTAL MEETING LOCATION:

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: A.A.T. Roofing, LLC

PROPOSER'S MAILING ADDRESS: 5629 S. Ridgewood Ave.

CITY-STATE-ZIP: Port Orange, FL 32127

F.E.I.N.: 452378115

PHONE NUMBER: 386-767-1886 FAX NUMBER: 386-761-4311

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X James L. Hayes
AUTHORIZED SIGNATURE (MANUAL)

James L. Hayes
NAME (TYPED)

Vice President
TITLE

11/6/14
DATED

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2015-06)

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

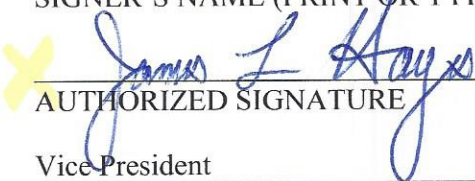
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

A.A.T. Roofing, LLC

COMPANY NAME

James L. Hayes

SIGNER'S NAME (PRINT OR TYPE)

 AUTHORIZED SIGNATURE

Vice President

TITLE

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2015-06)

DRUG-FREE WORKPLACE CERTIFICATION

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

James L. Hayes

Name

Signature

Vice President

Title

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: A.A.T. Roofing, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: CCC1326484

ADDRESS:

5629 S. Ridgewood Ave

Port Orange, FL 32127

PHONE NO.: 386-767-1886

FAX NO.: 386-761-4311

EMAIL ADDRESS: arielle.aatroofing@bellsouth.net

PROPOSER'S NAME: James L. Hayes

(Typed or Printed in Ink)

TITLE: Vice President

AUTHORIZED SIGNATURE: I, James L. Hayes hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2012-06)

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
ROOFING		
1.	Materials and Parts costing \$0-\$100 (Cost plus %)	<u>25</u> %
2.	Material and Parts costing over \$100 (Cost plus %)	<u>20</u> %
3.	Rental Equipment (Cost plus %)	<u>15</u> %
4.	Journeyman or equivalent (regular time)	\$ <u>28.08</u> /per hour
5.	Journeyman or equivalent (after hours time)	\$ <u>42.12</u> /per hour
6.	Apprentice or equivalent (regular time)	\$ <u>24.57</u> /per hour
7.	Apprentice or equivalent (after hours time)	\$ <u>36.86</u> /per hour
8.	Helper or equivalent (regular time)	\$ <u>21.06</u> /per hour
9.	Helper or equivalent (after hours time)	\$ <u>31.59</u> /per hour
10.	Working Supervisor or equivalent (regular time)	\$ <u>29.84</u> /per hour
11.	Working Supervisor or equivalent (after hours time)	\$ <u>44.76</u> /per hour
12.	Refuse Removed from Site	\$ <u>21.06</u> /per hour

Comments and/or explanation of other charges not included in the above: _____

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CCC1326484

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

TURCOTTE, WILLIAM R
A.A.T ROOFING, LLC
5629 S RIDGEWOOD AVE
PORT ORANGE FL 32127



ISSUED: 06/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406010002462



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C No. Ext): (386) 767-3161 FAX (A/C No.): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com																						
INSURED AAT Roofing, LLC 5629 S Ridgewood Ave Port Orange FL 32127		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Western World Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Western World Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: CL1491811826

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			PGP0789563	9/19/2014	9/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

For Insured's Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ASHOOK

ACORD 25 (2010/05)
INS025 (201005) 01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance 498 S Lake Destiny Rd Orlando FL 32810		CONTACT Jacqueline Allen PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL jallen@lrainsurance.com ADDRESS:	
INSURED A.A.T. Roofing, LLC 5629 S. Ridgewood Ave Port Orange FL 32127		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24112	

COVERAGES

CERTIFICATE NUMBER: 14/15

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			CWP7467651	2/10/2014	2/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

GENERAL INFORMATION PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Tomlinson/SEAN

ACORD 25 (2010/05)

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INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE						Date 1/2/2014																	
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.																			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:		NAIC # 11075																	
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.																							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																	
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																	
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made Deductible				Each Occurrence Aggregate																	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2014	01/01/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">☒</td> <td style="width: 75%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>		☒	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
☒	WC Statutory Limits	OTH-ER																					
	E.L. Each Accident		\$1,000,000																				
	E.L. Disease - Ea Employee		\$1,000,000																				
	E.L. Disease - Policy Limits		\$1,000,000																				
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616																				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 36-73-007 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": A.A.T Roofing, LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: FOR BID PURPOSES ONLY ISSUE 01-02-14 (TLD)																							
Begin Date 9/19/2011																							
CERTIFICATE HOLDER A.A.T Roofing, LLC 5629 South Ridgewood Ave. Port Orange, FL 32127				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 																			

A.A.T. Roofing LLC



License No.: CCC1326484

5629 S. Ridgewood Avenue
Port Orange, FL 32127

Office: (386) 767-1886
Facsimile: (386) 761-4311

Project References

Jobs in Progress

SURFSIDE CONDOMINIUM:

Description: TPO Roof System
Contact: Fred Stolz – (386) 283-6161
Daytona Beach Shores, FL 32118

Completed Projects

SEABRIDGE CONDOMINIUM

Description: Low Slope Repair and Re-Shingle Mansard
Contact: Faye Crow @
Hart Pro Realty – (386) 898-1680
Ormond Beach, FL 32176
Project Ended: March, 2012

OCEAN HOUSE CONDOMINIUM

Description: 2001 Roofing System –
North and South Bldgs.
Contact: George Goldtrap – (386) 235-3900
Ormond Beach, FL 32176
Project Ended: November, 2011

ROSSMEYER HARLEY DAVIDSON

Description: 45' X 50' Air Condition Area
Contact: Will Rossmeyer – (386) 852-9455
Ormond Beach, FL 32174

OCEAN CLUB SOUTH

Description: Roof Repairs
Contact: Lisa Amato @ Surf Coast Realty –
(386)424-1616
New Smyrna Beach, FL 32169
Project Ended: August, 2014

CORONADO UNITED METHODIST CHURCH

Description: Roof Re-Cover
Contact: Nancy Vanderbunt –
(704) 560-1110
New Smyrna Beach, FL 32169

INTRACOASTAL BOOKKEEPING:

1075 Ocean Shore Blvd.
Description: Coating
Contact: Debbie Kreinest – (386) 441-0320
Ormond Beach, FL 32174

THE RIVER CLUB

Description: TPO 2001 Roofing System
Contact: Michelle Juras – (386)405-8698
South Daytona, FL 32119
Project Ended: July, 2014

E-Mail: arielle.aatroofing@bellsouth.net

E-Mail: jim.aatroofing@bellsouth.net

A.A.T. Roofing LLC



License No.: CCC1326484

5629 S. Ridgewood Avenue
Port Orange, FL 32127

Office: (386) 767-1886
Facsimile: (386) 761-4311

OCEAN SHORE, LLC

Contact: Bob Hillman - 386.677.7847

Ocean Shore Condominium
1460 Ocean Shore Blvd.
Ormond Beach, FL 32174

Turnbull Bay
Multi-Family Homes
New Smyrna Beach, FL 32168

CITY OF ORMOND BEACH

Contact: Mike – (386) 527-6780

-Performing Arts Center
-Public Works Building
-City Hall
-Nova Community Park
-P.A.L. House

-Police Station
-Lift Stations
-Divisions Street
-McDonald House
-Recreation Center

-Airport Sports Complex
-South Ormond Neighborhood
Center
-Fire Stations No.: 91, 92, 93,
and 94
-Memorial Gardens

E-Mail: arielle.aatroofing@bellsouth.net

E-Mail: jim.aatroofing@bellsouth.net

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Office: (386) 767-1886
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Please review the brief resumes of our project managers and the chain of command for the scheduling and management of our projects. Project scheduling will have to be coordinated with the condominiums management team at a pre-construction meeting once the contract has been executed and the permit application has been submitted.

I, William R. Turcotte, have an extensive background which includes 30 years in project management and General Construction specializing in high-rise concrete restoration and roofing.

This company was started by my father over 45 years ago and was relocated to Florida in 1995 after being awarded two (2) bids in the New Smyrna Beach area. I am currently the President and sole owner of A.A.T. Restoration Group, Inc. Please see attached personnel regarding the structure of this company.

I have a proven ability to carry out all aspects of project management including scheduling, procurement, estimating, site supervision, and budget control. The President/Owner of A.A.T. Roofing, LLC also owns and operates A.A.T. Restoration Group, Inc. which is familiar with seawalls, retaining walls, dredging, residential and commercial roofing, high-rise and historical restoration, waterproofing, painting, sandblasting, and marine construction.

William Turcotte - President

I play a very interactive role with all of my projects. I make a point of visiting the jobsites at least three times a week and am available for any of your needs from 7:00 a.m. to 6:00 p.m., Monday - Friday as well as weekends, in the event of an emergency. I personally process all draws and scheduling and have two full time assistants in the office to help expedite any project related paper work. My Sr. Project Mgr. and I meet at least once a day for project updates. Upon request, I will be happy to make myself available for any onsite meetings during the course of your project. Additionally, all office computers are networked which enables electronic files to be sent and received by our office and forwarded to our customers in an expedited manner. I firmly believe that in business, what really matters, is honesty, dependability and excellent communication with the customer as well as the ability to be flexible and sensitive to the needs of each customer. These are things that I take great pride bringing to all of my projects. I am a State Licensed - General Contractor and Roofing Contractor and have been running this business for over thirty years.

Contact No.: Cell - 386.956.0479 / Home - 386.663.4417

A.A.T. Roofing LLC



License No.: CCC1326484

5629 S. Ridgewood Avenue
Port Orange, FL 32127

Office: (386) 767-1886
Facsimile: (386) 761-4311

Jim Hayes - Vice President A.A.T. Roofing, LLC

Jim has 34 years of residential and commercial roofing experience and has performed all phases of roofing from leak repair to a complete re-roof, specializing in commercial projects. Jim is involved in all aspects of the project including estimating, submittals and final warranties. He also works hand in hand with engineers to ensure the proper material is ordered per specifications as well as the manufacturers to ensure proper warranties are provided at the completion of each project. Prior to the start of each project, Jim meets with the on-site project manager to review expectations and performance schedule. He will oversee all aspects of the project such as staging, loading, installation, attending job site meetings, and performing daily inspections. Just as I am, Jim is also available for any of your needs from 7:00 a.m. to 6:00 p.m., Monday - Friday as well as weekends, in the event of an emergency.
Contact No.: Cell - 386.871.0532.

Crew Leaders

Crew leaders must have a minimum of three years' experience and be approved by both the On-Site Project Mgr. and the Sr. Project Mgr. These employees are very goal oriented as this position entitles them to a higher pay rate as well as larger production bonuses. The project manager sets the goals and each crew leader will be given two-three men to oversee and set the pace for. By keeping our groups small we achieve higher quality and production. By setting goals and offering bonuses we keep the team happy and productive. Crew leaders answer directly to the project manager and are personally responsible for any work their team has done.

General labor

Our laborers are paid approximately 20-25% higher than the industry standards. They are all trained by our project managers and crew leaders and are also subject to our bonus programs at the recommendation of the project managers. A.A.T. Roofing, LLC does not employ day labor. Our employees are carefully screened to insure only quality help on all of our projects. We currently employ thirty men and because of the talent we have in our project managers and crew leaders, we can rapidly adjust our labor forces to the needs of every project.

I hope this has given you a clear picture of how A.A.T. Roofing, LLC strives to run our projects as efficiently and professionally as possible.

Sincerely,

William R Turcotte, President

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Southern Painting & Waterproofing, LLC** ("Contractor"), 1692 Montgomery Avenue, Daytona Beach, FL 32117, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated December 12, 2017, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Southern Painting & Waterproofing, LLC
Callahan Hood, Owner
1692 Montgomery Avenue
Daytona Beach, FL 32117

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 1 day of February, 2018.

Witnesses:

**SOUTHERN PAINTING &
WATERPROOFING, LLC**

Kristen Cassel

Print Name: Kristen Cassel

By: 

Print Name: Callahan Hood

Title: owner / Mgr

Denise Beepe

Print Name: Denise Beepe

Attest: Bill Rose

Print Name: Bill Rose

Title: Fac. Maint. Manager

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Fence Service, Inc. d/b/a AAA Fence** ("Contractor"), 801 Orange Avenue, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 4, 2018 (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

**Fence Service, Inc. d/b/a
AAA Fence**
William G. Morrison, CEO
801 Orange Avenue
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 22nd day of Feb, 2018.

Witnesses:

FENCE SERVICE, INC.
d/b/a AAA FENCE

Allen Smoker

By: [Signature]

Print Name: Allen Smoker

Print Name: William G Morrison

Title: Vice President

Kimberly Lizotte

Attest: [Signature]

Print Name: Kimberly Lizotte

Print Name: Richard Crescenzi

Title: Commercial Sales Rep.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Custom Built Docks, Inc.** ("Contractor"), 22 Village Drive, Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 2, 2018 (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Custom Built Docks, Inc.
Dean Leggett, President
22 Village Drive
Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
 22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 5 day of February, 2018.

Witnesses:

[Signature]

Print Name: Austin Greer

[Signature]

Print Name: Leslie Mezie

CUSTOM BUILT DOCKS, INC.

By: [Signature]

Print Name: DEAN LEGGETT

Title: PRESIDENT

Attest: [Signature]

Print Name: Nikki Shearer

Title: Permit Tech @ City O.B.

AGREEMENT

FAXED

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Village Key and Alarm, Inc.** ("Contractor"), 441 State Road 16, St. Augustine, FL 32084, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 2, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Village Key and Alarm, Inc.
Paul Gaumont, Fire/Security Consultant
441 State Road 16
St. Augustine, FL 32084

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 8 day of Feb, 2018.

Witnesses:

Autumn Street
Print Name: Autumn Street

Deanna Hodges
Print Name: Deanna Hodges

VILLAGE KEY AND ALARM, INC.

By: Sarah Caddy
Print Name: Sarah Caddy
Title: Vice President

Attest: Kristen Cassel
Print Name: Kristen Cassel
Title: Office Assistant

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **LaTour Enterprizes, Inc. d/b/a Economy Electric Company** ("Contractor"), 538 West Street, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 5, 2018, (RFP 2018-12 "Miscellaneous Crafts and Trades Services (As Needed)" attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

**LaTour Enterprizes, Inc. d/b/a
Economy Electric Company**
Joseph Wiggins, Secretary
538 West Street
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 20 day of March, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 2nd day of February, 2018.

Witnesses:

April Van Pelt
Print Name: April Van Pelt

April Van Pelt
Print Name: April Van Pelt

**LATOUR ENTERPRIZES, INC. d/b/a
ECONOMY ELECTRIC COMPANY**

By: [Signature]

Print Name: BILLY WIGGINS SR

Title: PRESIDENT

Attest: Cheryl Carter

Print Name: CHERYL CARTER

Title: TREASURER

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **JD's Atlantic Pool Service, LLC** ("Contractor"), 204 Kirkland Road, New Smyrna Beach, FL 32169, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated March 20, 2018 (RFP 2018-22 "Miscellaneous Crafts and Trades Services (As Needed)") attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year. The Agreement shall be automatically renewed for one-year periods (not to exceed four (4) additional one-year periods) unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

JD's Atlantic Pool Service, LLC
John D. Schofield, Jr., Owner
204 Kirkland Road
New Smyrna Beach, FL 32169

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:
- (a) **Workers' Compensation Insurance** in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:
- \$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease
- Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.
- It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

*NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP)

of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of May, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme
Print Name: Lisa Dahme

By: Bill Partington
BILL PARTINGTON
Mayor

Wendy J. Nichols
Print Name: Wendy J. Nichols

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 27 day of April, 2018.

Witnesses:

JD'S ATLANTIC POOL SERVICE, LLC

Deanna L. Hodges
Print Name: Deanna Hodges

By: [Signature]
Print Name: John D. Scholfield Jr
Title: Owner

Kristen Cassel
Print Name: Kristen Cassel

Attest: Bill Rose
Print Name: Bill Rose
Title: Contract Manager

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 21 day of February, 2023.

Witnesses:

CITY OF ORMOND BEACH



Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor



Print Name: Nicole A. Harries

By: 
JOYCE SHANAHAN
City Manager

DATED this 1 day of February, 2023.

Witnesses:

C&D INDUSTRIAL MAINTENANCE, LLC



Print Name: Derek Burcham

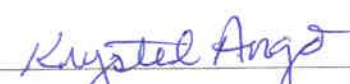
By: 

Print Name: Tom Hendon

Title: CEO



Print Name: Sylvana Gomez

Attest: 

Print Name: Krystal Argo

Title: Notary

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 21 day of February, 2023.

Witnesses:

CITY OF ORMOND BEACH



Print Name: Taylor Lochert

By: Bill Partington
BILL PARTINGTON
Mayor

Nicole A. Harres
Print Name: Nicole A. Harres

By: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 21 day of February, 2023.

Witnesses:

SPECIAL EVENT SERVICES, INC.


Print Name: Caroline Courtemanche

By: Tim Stanger
Print Name: Tim Stanger
Title: President

Kristen Cassel
Print Name: Kristen Cassel

Attest: Deanna Hodges
Print Name: Deanna Hodges
Title: Office Ass.



City of Ormond Beach

AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renew - OBHS		
Summary:	Staff intends to automatically renew the agreement with the Ormond Beach Historical Society, Inc. (OBHS). In March 2023, the City Commission approved Resolution No. 2023-58 authorizing the execution of a service contract between the City and OBHS for the operation of a Welcome Center within the MacDonald House and leasing of certain rooms within the MacDonald House for the operation of OBHS activities. OBHS is the only nonprofit organization in the City that provides information about recreational, entertainment, cultural, historical sites and activities, as well as organizes tours and other special events. The MacDonald House Museum of History and Welcome Center continues to be a destination for visitors, residents and tourists from outside the area. In 2023, OBHS had the following accomplishments: • Membership – 458 Total • Operated the MacDonald House and Welcome Center 25 hours per week with 1,565 visitors • Total people for all in-person activities: 4,786 • Restarted the Pilgrims Rest Cemetery Tour • Staffed the Hotel Ormond Cupola • Organized, produced, and presented historical events: Starry, Starry Night with Ormond Memorial Art Museum, and Super Events such as Octoberfest, Mardi Grass, and Annual Tours of Homes • 4 special exhibits at MacDonald House: Women of Ormond Beach, Part Three; Family Matters: Francis Taylor Pearsons Plimpton; Deltiology; the study and collection of postcards; and A House Named Bosarve: The First and Last Families		

	The contribution of \$15,810 from the City to OBHS allows continuation of their services in providing programs and events to citizens and visitors, while preserving local history. The agreement automatically renews for 4 additional one-year periods unless either party provides at least 30 days prior written notice of intent not to renew. This auto-renewal effective April 2024 will be the first auto-renewal. Staff believes it is in the best interest of the community that the contract be renewed an additional year.						
Financial Impact:	Funding of \$15,810 is included in the FY 2023-24 General Fund budget.						
Citizen Impact:	The automatic renewal of the service agreement with OBHS allows continuation of their services in providing programs and events for the citizens and preserving local history while sharing it with the city's residents, children, and visitors.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to allow the contract with the OBHS to automatically renew for one additional year, unless otherwise directed by the City Commission.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	1. Agreement						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/8/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>1/18/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>1/31/2024</td> </tr> </table>	Kelly McGuire, Finance Director	1/8/2024	Claire Whitley, Assistant City Manager	1/18/2024	Joyce Shanahan, City Manager	1/31/2024
Kelly McGuire, Finance Director	1/8/2024						
Claire Whitley, Assistant City Manager	1/18/2024						
Joyce Shanahan, City Manager	1/31/2024						

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF
THE CITY OF ORMOND BEACH
WELCOME CENTER

THIS AGREEMENT is made and entered into on this 3 day of April, 2018 by and between the CITY OF ORMOND BEACH ("City"), a municipal corporation and THE ORMOND BEACH HISTORICAL SOCIETY, INC. ("OBHS"), a Florida Not For Profit Corporation,

WHEREAS, the City owns a historical property known as the "MacDonald House" located at 38 East Granada Boulevard in Ormond Beach (Tax Assessor No. 4214-11-00-0021); and

WHEREAS, the City has a Welcome Center that has been successfully operated and managed by OBHS from the MacDonald House; and

WHEREAS, the Welcome Center receives approximately 68-100 visitors per week. The visitors are a mix of locals, tourists and new residents. OBHS provides information about recreational, entertainment, cultural and historical sites and activities in Ormond, as well as organizes tours and other special events. In 2017 OBHS provided visitation, tours and special events to 5,044 adults and 438 children; and

WHEREAS, all parties agree that the operation of the Welcome Center is beneficial to OBHS and the City, and as such, the parties wish to enter into a five year agreement with OBHS to continue to provide this service; and

WHEREAS, payment by the City to OBHS in the amount of \$15,810.00 per year is fair and reasonable compensation to offset the costs incurred by OBHS to operate and maintain the Welcome Center, and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.

2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

3. Scope of Services.

a) "Welcome Center". OBHS is responsible for the maintenance and operation of a "Welcome Center" which shall be open to the general public during the following times: Tuesday through Saturday, 10:00 am to 3:00 pm. OBHS shall have the non-exclusive use of the real property and fixtures comprising the front two (2) rooms on the first floor of the MacDonald House (the "Premises"), and as depicted on the sketch of the MacDonald House attached as Exhibit A, for the operation of the Welcome Center.

Welcome Center activities include but are not limited to: showing current exhibits, picture and video depiction of Ormond history, providing information and an introduction to recreational, entertainment, cultural and historical sites and activities in Ormond, organizing educational programs, walking tours, bus tours, plantation tours, cemetery tours, and opening the Hotel Ormond Cupola (located in Fortunato Park) to the public twice a week, and other special events.

b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.

c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.

d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.

4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.

5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.

8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City) by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.

9. Operational Expenses. OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.

10. Mandatory Record Keeping. OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

11. Non-Exclusive Use.

a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.

b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.

c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing

consent by the City regarding any future alteration, addition, improvement or change desired by OBHS.

12. Maintenance and Utilities. The City shall, at its own expense, provide OBHS all necessary utilities such as gas, electric, water, garbage collection, and sewer services used on the Premises. OBHS shall be responsible for keeping all areas used by the Welcome Center clean and presentable to the public. OBHS shall perform daily safety, maintenance, and cleaning checks of the grounds and building and promptly notify the City of any safety concerns. The City shall make repairs to the Premises when the City deems necessary, however OBHS shall be responsible for any and all repairs of City property (major or minor) caused by OBHS.

13. Termination of Agreement.

a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.

b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.

c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

14. Capital and Property Improvements.

(a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.

15. Assignment. This Agreement shall not be assignable.

16. Complete Agreement. This Agreement constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

17. Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

18. Notices. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	Ormond Beach Historical Society, Inc.
Joyce Shanahan, City Manager	Joan Skirde, President
(copy to City Attorney)	38 E. Granada Boulevard
22 South Beach Street	Ormond Beach, FL 32174
Ormond Beach, FL 32174	

19. Sovereign Immunity. City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

20. Venue. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

21. Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.

22. Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

23. Severability. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by OBHS are not materially affected, altered or impaired as a result of said judicial declaration.

24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.

25. Provisions Relative to Risk Management.

(a) Indemnification and Hold Harmless. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City. OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

(c) Loss Control/Safety. Precaution shall be exercised at all times by OBHS for the protection of all persons, including employees and property. OBHS shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

(d) General Insurance Requirements. OBHS shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect Owner from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of OBHS's operations.

(e) Types of Insurance and Limits of Liability.

- (1) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability
 - f. Medical Expense

g. Liquor Liability

Certain coverages outlined above may not be required if they do not relate to the Lease, as may be determined at the sole discretion of Owner.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all Tenants, Contractors and/or Subcontractors:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense

- (3) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

\$1 Million Combined Single Limit for Bodily Injury and Property Damage

- (4) Requirements for Certificates of Insurance.

a. With the execution of the Lease Documents, OBHS shall provide certificates of such insurance acceptable to Owner. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to Owner. OBHS shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of Owner. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Lease Documents.

b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.

c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims

payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by Owner for the given lease.

e. If OBHS fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, Owner may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by Owner in payment of premiums for such insurance shall be promptly reimbursed to Owner by OBHS.

(5) Policies of Insurance

a. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

b. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

c. All policies of insurance or certificates thereof referred to in this Lease shall be deposited with the City Clerk.

d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

26. Compliance with Florida Public Records Law. OBHS expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the OBHS or keep and maintain public records required by the City to perform the service. If the OBHS transfers all public records to the City upon completion of the contract, the OBHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OBHS keeps and maintains public records upon the completion of the contract, OBHS Shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the OBHS to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject OBHS to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF OBHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OBHS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

J. SCOTT MCKEE, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 3 day of April, 2018.

Witnesses:

CITY OF ORMOND BEACH

Lisa Dahme

Print Name: Lisa Dahme

Wendy J. Nichols

Print Name: Wendy J. Nichols

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 3rd day of April, 2018.

Witnesses:

Clay Robison
Print Name: Clay Robison

Jeff Sidwell
Print Name: Jeff Sidwell

ORMOND BEACH HISTORICAL
SOCIETY, INC.

By: Joan Skirch
Print Name: Joan Skirch
Title: President

Attest: Elysha Petschauer
Print Name: Elysha Petschauer
Title: Executive Director

EXHIBIT A

