



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 21, 2017

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 7, 2017 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Deductive change order (CO) to Quentin L. Hampton Associates for Virginia Avenue and Monroe Street Drainage Improvements Design Services
 - b. Award RFP #17-05 Road Pavement Inventory and Condition Evaluation
 - c. Contract award to Sunshine State Officials Inc.
 - d. Task Authorization to DMC
8. Resolution No. 17-7 - Approving the Renewal of FDOT Memorandum of Agreement
9. Resolution No. 17-8 - 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
10. Resolution No. 17-9 - Budget Appropriation - Police Grant
*\$8,652 Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)
11. Report of Hurricane Matthew Leak Adjustments

12. Major Special Event Request - Hold Fast Tattoo - 5153 South Ridgewood Avenue
13. Major Special Event Request – The Boat of Port Orange – 5395 South Ridgewood Avenue
14. Major Special Event Request - The Last Resort Bar - 5812 South Ridgewood Avenue
15. Major Special Event Request – First Turn Steakhouse & Lounge – 5236, 5204, & 5164 South Ridgewood Avenue
16. Approval to apply for an FDOT Grant

C. CITIZEN PARTICIPATION (Agenda)

17. 3893 Sunset Cove Drive-Requesting a reduction of high unexplained water consumption.
18. 3116 S. Peninsula Dr- reconsider Hurricane Matthew leak adjustment

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

19. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Youth Advisory Board Appointment
21. Citizen Advisory Committee for TPO

G. REGULAR AGENDA

22. First Step Shelter brief from Rev. Dr. L Ronald Durham, Daytona Beach Community Relations Manager
23. Intent to Award ITN No 16-09 Biosolids Stabilization and Disposal Services to Shelley's Environmental Systems
24. Request to create new part-time, no benefit positions in Parks & Recreation
25. License Agreement - Lot 2, Block 15, Deep Forest Village Subdivision; 954 Sandle Wood Drive
26. License Agreement - 1263 Harbour Point Drive
27. License Agreement - 1261 Harbour Point Drive
28. City Manager Evaluation Discussion
29. Financial Report-December 2016

H. COMMENTS

30. City Attorney Comments

31. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports

- a. Arthaus
- b. Port Orange/South Daytona Chamber of Commerce
- c. Roundtable of Elected Officials

J. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 7, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald Burnette at 6:32 p.m.

Pledge of Allegiance

Invocation provided by Pastor Jeffrey Birch of Spruce Creek Presbyterian Church

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no items pulled from the Consent Agenda for further discussion. Margaret Roberts, City Attorney, advised Council that she will be discussing the process concerning License Agreements under the City Attorney Comments.

6. Approval of Minutes

- a. January 10, 2017 - Regular Council Meeting
- b. January 17, 2017 - Regular City Council Meeting
- c. January 24, 2017 - City Council Workshop

7. Bid Awards and Contract Items

- a. Award of RFSQ #16-33, Continuing Professional Surveying Services to CPH, Inc., Sliger & Associates, Inc. & Southeastern Surveying & Mapping
- b. Bid Award ITB #17-09 City Gateway Signage
- c. Award of ITB 16-31 for New and Refurbished Networking and Voice-over-IP Telephony Equipment to Network Craze Technologies and Extensys, Inc.

8. Resolution No. 17-3 - Supplemental LAP Agreement McDonald Road Sidewalk

9. Resolution No. 17-4 - Budget Appropriation for LAP Agreement for North Spruce Creek Road Sidewalks (City Project OMI017)

10. Resolution No. 17-5 - Application to Release Conservation Easement – 3821 Woodbriar Trail

11. Resolution No. 17-6 - Supporting the Repeal of State Law Preemption on Smoking

Motion to approve the consent agenda was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

12. Hope Place - Forough Hosseini

Forough Hosseini discussed Hope Place and childhood poverty and homelessness. She encouraged Council to donate funds to Hope Place to help homeless children in Volusia County.

Discussion was held regarding the referrals, By-Laws, and cooperation from other agencies. The agency will work directly with Halifax Urban Ministries. Ms. Hosseini requested a donation of a half percent of the City's general fund amount.

Vice Mayor Ford suggested sending a letter to the County encouraging them to fund the program. He is concerned with relying on donations from the cities. Ms. Hosseini advised that her deal with the County pays for the capital renovations. She is asking for operating costs.

Mayor Burnette suggested the County submit a referendum for a specific amount from each property owner to ensure funding is available for years to come.

Mr. Johansson agreed with Vice Mayor Ford that the County should fund the operating costs. This is not a budgeted item currently for the City, nor is it in the CDBG Plan so CDBG funds cannot currently cover homelessness. Research is being done to see if changes can be made to the CDBG Plan. He advised of other agencies who will be coming to future Council meetings to discuss their programs of similar topic. Vice Mayor Ford requested a donation policy from Council.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Jim Cameron, Daytona Beach Chamber of Commerce, discussed Volusia Days and the proposed itinerary.

Richard Wood, citizen, discussed his concerns regarding the Clark Office Building located at 5114 Ridgewood Avenue and code violations at the property. He asked for compliance with the City's Codes. Vice Mayor Ford would like Staff to look into the repo lot behind the Clark Office Building as it doesn't appear to be meeting the City codes.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Tramont congratulated Tom Troutman for 28 years of service to the City before his retirement. He has questions regarding the purchase of ambulances by the Fire Department; specifically, the costs and manpower involved. Mr. Johansson explained the details of the program. Staff is prepared to move forward in a calculated manner. Councilman Tramont asked if the sidewalk lights on Williamson Blvd. and Taylor Road are the City's responsibility. Mr. Johansson will check into it.

Vice Mayor Ford would like the repairs at the Causeway to occur faster than a year. He also asked for an update regarding the old police department building. Mr. Johansson provided details; specifically, that Staff has put the tenant on notice of the need to vacate and moving forward with the design.

Vice Mayor Ford would like to discuss the City Manager's performance before filling out an evaluation form. Mayor Burnette asked for a discussion item on February 21, 2017, with one-on-one discussions with the City Manager and Council Members, followed by the final evaluation at the March 21, 2017 Council meeting. Mr. Johansson will provide a list of successes and failures. Council agreed to the process.

Councilman Bastian asked when the Pickleball Courts will be opened. Susan Lovallo, Parks & Recreation Director, advised that the tennis courts at the Adult Center were transformed into eight (8) Pickleball Courts. It will open at 9:00 a.m. on February 24, 2017 with a Grand Opening Ceremony at 11:00 a.m.

Mayor Burnette is concerned with street sweeping and would like an update. Mr. Johansson will provide the update in the City Manager's Weekly Update.

PUBLIC HEARING

14. Second Reading - Ordinance No. 2017-1 - Urban Chicken Pilot Program

Mayor Burnette read Ordinance No. 2017-1.

ORDINANCE NO. 2017-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 10, SECTION 10-12 RELATED TO THE LIMITATION OF

NUMBER OF ANIMALS; AND ESTABLISHING A NEW SECTION 10-20 IMPLEMENTING AN URBAN CHICKEN PILOT PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-1 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Frank Alvarez, citizen, asked for clarification regarding the fence requirement. He received an estimate for over \$6,000 to fence the entire yard. He asked for a change to clarify that the run needs to be fenced rather than the entire yard.

Motion carried 4-1 by roll call vote with Councilman Stiltner voting no.

15. Second Reading - Ordinance No. 2017-2 – Master Development Agreement and Conceptual Development Plan/PC-A Workplace Zoning District/Thompson Pump and Manufacturing Company, Inc.

Mayor Burnette read Ordinance No. 2017-2.

ORDINANCE NO. 2017-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN PC-A WORKPLACE ZONING DISTRICT FOR THOMPSON PUMP AND MANUFACTURING COMPANY, INC., FOR +/- 15 ACRES GENERALLY LOCATED ON THE EAST SIDE OF WILLIAMSON BOULEVARD, SOUTH OF HOCKNEY COURT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-2 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Councilman Bastian asked about the request to remove walk lights. Wayne Clark, Community Development Director, explained the issues with the Dunlawton Avenue lights. FDOT is requiring changes currently on Dunlawton Avenue. Grant money is being sought for street lights that light the streets and sidewalks.

Motion carried unanimously by roll call vote.

16. Development Order Modification to Final Subdivision Plat & Plans for Pinnacle, Phase II, Case No. 16-52000003

Motion to approve the modification as requested was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

17. Replat of Tract H of the Westport Reserve Subdivision and Subdivision Plans for Phase 2C of the Westport Reserve Subdivision. Case No. 16-50000003

Motion to approve the replat as requested was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

18. Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details from the financial and evaluation reports for December 2016.

REGULAR AGENDA

19. Kemper Contract Options

Ms. Lovallo discussed the options Council has related to the golf course management company contract. The Golf Advisory Board recommended Option 2 – Renew the contract with KemperSports for three (3) years with another option to renew thereafter for two (2) additional years.

Vice Mayor Ford suggested a two (2) year renewal with another three (3) year option for renewal. He also would like to see an option for a notice to cancel the contract for cause.

John Cameron, citizen and Vice Chair of the Golf Advisory Board, supports the recommendation of Option 2.

Ted Nofall, citizen, is concerned with the finances of the golf course. He suggested Council consider leasing the golf course to a private, for-profit operator. He encouraged Council to not renew the contract with KemperSports.

Motion to approve Option 2 was made by Councilman Stiltner, and Seconded by Councilman Bastian.

Ms. Roberts suggested Council incorporate concerns with the contract into this renewal approval.

Motion to amend the motion to include contract amendments was made by Councilman Stiltner, and Seconded by Councilman Bastian.

Council requested the contract language be tightened up. Mr. Johansson asked Council to read the contract and provide specific feedback as to any changes they would like but specifically, as to the termination clause.

Motion to amend carried unanimously by voice vote.

Motion as amended carried unanimously by roll call vote.

20. Discussion on Public Information Officer Position

Mr. Johansson requested Council consider hiring a Public Information Officer based on the needs of the City Manager's Office. The duties are too much for current staffing levels. He wants to be proactive with Council and the public. Programming of pogTV has fallen through because of staffing levels. The costs can be handled this year but will be needed next year in the amount up to \$45,000 depending on the Grants Manager's work on CDBG.

Councilman Tramont is concerned with the funding next year but understands the need. Further discussion was held regarding the duties of the PIO position.

Motion to approve the request for a Public Information Officer Position was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilman Tramont and Vice Mayor Ford voting no.

21. Acceptance of Donation of Real Property at 4455 Spruce Creek Road

Ms. Roberts provided details of the offer. Mr. Johansson provided options for the use of the land.

Motion to accept the property donation as presented was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

COMMENTS

22. City Attorney Comments

a. Update report for Parks and Recreation charitable fund

Ms. Roberts discussed the public charity. She suggested a three (3) person board to begin. She asked if Council wants a member of Council on the Board. Council declined the requirement for a Council Member to serve.

Ms. Roberts explained their process on Paver License Agreements and asked for their consideration to continue with status quo or discuss any changes. Mayor Burnette believes Council needs a chance to review the memorandum provided by Ms. Roberts. Council agreed to maintain current practice until further discussion can be held.

23. City Manager Comments

Mr. Johansson asked Council's input regarding the agenda deadline being 12 days in advance. Council wants the 12 days in advance to continue.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

a. YMCA – No representative any longer.

b. River to Sea TPO – Councilman Bastian reported on the latest meeting.

They are available and willing to help with applications.

c. General Employees' Pension Plan – Councilman Stiltner reported on the recent meeting, specifically the rate of return.

ADJOURNMENT: 9:22 p.m.

Mayor Donald O. Burnette

Attest:

Regular City Council Meeting

February 7, 2017

Page **8** of **8**

Robin Fenwick, CMC

City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B7a) Deductive change order (CO) to Quentin L. Hampton Associates for Virginia Avenue and Monroe Street Drainage Improvements Design Services

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve deductive Change Order No. 1 to the piggyback agreement entered between the City of Port Orange and Quentin L. Hampton Associates on July 14, 2015, and authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY: A piggyback Agreement entered between the City of Port Orange and Quentin L. Hampton Associates on July 14, 2015, for the Monroe Street and Virginia Avenue area stormwater drainage improvements requires a deductive change order for a change in the scope of work. The completed design work revealed the need for the city to acquire a significant parcel of land for the drainage project.

The revised scope of the contract removes the tasks related to processing and obtaining the regulatory permits. The reduction in scope is valued at approximately 10% of the total agreement value. The permits can be processed after the City of Port Orange acquires the adjacent properties for stormwater retention as designed.

Project No.: DIP059 Funding Account No.: 41218005416397

ATTACHMENTS:

1.	Change Order #1	change order #1.pdf
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Luis Leal	Created/Initiated - 01/11/2017
Alyssa Walker	Approved - 01/20/2017
Mike Silvey	Approved - 01/23/2017
Branford Adumuah	Approved - 02/02/2017
Diana Fye	Approved - 02/06/2017
Tracey Riehm	Approved - 02/06/2017
Margaret Roberts	Approved - 02/07/2017
Jake Johansson	Approved - 02/07/2017
Robin Fenwick	Final Approval - 02/07/2017

CHANGE ORDER NO. 1

To Piggyback Agreement dated July 14, 2015 and as amended by Amendment No. 1 dated July 14, 2016 WITH **QUENTIN L. HAMPTON ASSOCIATES**, Contractor

Project: Virginia Avenue and Monroe Street drainage improvements

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$93,340.00	Original Contract Times Substantial Completion: ____ days Final Completion ____ days
Net changes from previous Change Order: No. __: \$ \$	Changes in contract time from previous Change Orders: No. __: ____ days ____ days
Contract Price prior to this Change Order: \$93,340.00	Contract Completion Date prior to this Change Order: Final Completion: ____ date
Net Increase (decrease) of this Change Order No. 1: \$(-7,603.49)	Changes in contract time requested this Change Order No. __: (Requires Council Approval) ____ days
Contract Price with all approved Change Orders: \$85,736.51	Contract Times with all approved Change Orders: Final Completion: ____ date

CHANGES ORDERED:

- I. **GENERAL:** A piggyback agreement entered into by and between the City of Port Orange and the Quentin L. Hampton Associates on July 14, 2015, requires a Change Order to cover modifications in the scope of work that will not be performed by the Consultant/Contractor. The tasks that will not be performed are the processing of permitting (approximately 10% of the total contract value). In order to obtain permits the City of Port Orange must acquire two vacant lots that will be used for water retention ponds.
- II. **REQUIRED CHANGES:** A deductive change Order for the value of \$7,603.48, for services that were enumerated but will not be performed.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$85,736.51. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

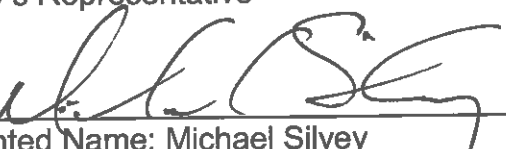
Department Project Manager

By: 
Printed Name: Luis M. Leal, PE
Title: Engineering Manager

Date Signed: 1/20/2016

RECOMMENDED BY:

City's Representative

By: 
Printed Name: Michael Silvey
Title: Assistant Director of Public Works

Date Signed: _____

ACCEPTED BY:

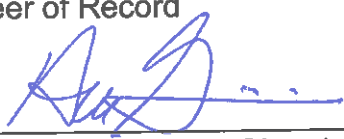
Contractor

By: 
Printed Name: Andrew Gianniani
Title: Project Manager

Date Signed: 1/20/17

RECOMMENDED BY:

Engineer of Record

By: 
Printed Name: Andrew Gianniani
Title: Project Manager

Date Signed: 1/20/17

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 

Printed Name: Branford N. Adumuah _____

Title: Director of Public Works _____

Date Signed: 1/20/17

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Affirmed:

If Council approval is required:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B7b) Award RFP #17-05 Road Pavement Inventory and Condition Evaluation

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve subject to the City Manager and City Attorney approval of the final award and the contract documents for RFP #17-05 Road Pavement Inventory and Condition Evaluation Consultant, recommended for Infrastructure Management Services for \$79,890.00, and authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY: The Department of Public Works seeks the services of a professional firm to provide an inventory and condition evaluation of approximately 319 miles of City maintained public roads. Data from the evaluation will be used to plan, schedule, and carry out long-term preventative maintenance and rehabilitation of the roads.

On November 29, 2016, proposals for RFP# 17-05 Road Pavement Inventory and Condition Evaluation were received. After evaluation of the proposals, the Evaluation Committee for RFP# 17-05 made its recommendation to award to IMS Infrastructure Management Services of Rolling Meadows, Illinois, for \$79,890.00.

Project No.: POL040 Funding Account No.: 30143005413113

ATTACHMENTS:

1.	Intent to Award	RFP 17-05 Intent to Award.pdf
2.	IMS Bid Proposal	RFP 17-05 IMS Response (11-16-17).pdf
3.	RFP 17 05 Bid Tabulation	RFP 17-05 Tabulation Sheet 11 29 16.pdf
4.	RFP 17 05 Road Pavement Inventory and Condition Evaluation	RFP 17-05 ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION.pdf

Luis Leal	Created/Initiated - 01/19/2017
Alyssa Walker	Approved - 01/19/2017
Mike Silvey	Approved - 01/23/2017
Branford Adumuah	Approved - 02/02/2017
Tracey Riehm	Approved - 02/06/2017
Margaret Roberts	Approved - 02/07/2017

Jake Johansson
Robin Fenwick

Approved - 02/09/2017
Final Approval - 02/09/2017



INTENT TO AWARD

ITB #17-05

ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION

December 13, 2016

On November 29, 2016 Purchasing received two (2) bid proposals for RFP# 17-05 Road Pavement Inventory and Condition Evaluation.

After review of the bids submitted, the Evaluation Committee has made its recommendation to award to IMS Infrastructure Management Services of Rolling Meadows, Illinois.

Recommendation to award will be presented for City Council approval on February 7, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



IMS Infrastructure Management Services

Consultants | Engineers



Technical Proposal

RFP #17-05 Road Pavement Inventory and Condition Evaluation

November 29, 2016 - 2:30 PM

City of Port Orange

City Clerk's Offices
Finance Department
1000 City Center Circle
Port Orange, FL 32129

IMS Office Location

1775 Winnetka Circle
Rolling Meadows, IL 60008
(847) 506-1500 ph
(847) 255-2938 fax

consulting
engineering
data collection
software

www.ims-rst.com



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IMS Infrastructure Management Services
1775 Winnetka Circle, Rolling Meadows, IL 60008
Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

November 29, 2016

City of Port Orange City Clerk's Offices
Finance Department
1000 City Center Circle
Port Orange, FL 32129

Attention: City of Port Orange Evaluation Committee

Reference: **RFP #17-05 Road Pavement Inventory and Condition Evaluation**

Dear Evaluation Committee,

IMS Infrastructure Management Services is pleased to submit our proposal for the above referenced project to the City of Port Orange. With over 30 years of pavement and asset management experience, we have become international leaders in the provision of pavement management software services and data collection methodologies, and have developed a streamlined approach to analysis of collected data. With our sole focus on pavement and asset management services, Port Orange will acquire **quality** data and exemplary **service** that define our commitment.

IMS is a premier pavement and right-of-way (ROW) asset management firm in Florida. Annually, we complete approximately 50 to 60 pavement and asset management implementations throughout the U.S. and Canada. IMS stands second to none in our ability to establish cost effective maintenance management programs. Since 1985, IMS has assisted local agencies in the modernization of pavement management programs through the integration of pavement management software modules with quality pavement distress data.

IMS is a Limited Liability Company that will manage this project from our Rolling Meadows, IL office. IMS has delivered comprehensive asset management programs for many agencies in Florida including Sanford, North Port, Port St. Lucie, Key West, Monroe County, Okaloosa County, Hialeah, Oviedo, Miramar, Palm Beach County, Palm Beach Gardens, Seminole County, Wellington, and Florida DOT. IMS maintains long-term partnerships with many of these agencies by performing regular network updates.

The primary objective of this project is to provide the City with the tools, skills and information to manage their street network in the most cost effective manner. To accomplish this goal, IMS Infrastructure Management Services will configure and optimize the City's Lucity software module. While IMS is a leader in the field of automated data collection, we are also leaders in the field when it comes to the implementation of Lucity as their preferred pavement data collection firm. Our experience in supporting the development of the Lucity pavement analysis intelligence will ensure the City of Port Orange has a reliable pavement management program for the staff, now and in the future.

IMS has performed pavement distress surveys with our Laser Road Surface Tester (RST) for many primary cities over the years. IMS engineers understand the importance of developing a solid management plan, from routing and GIS mapping, to the deterioration curves in an urban environment. IMS is also unique to the industry as we enhance upon the standard consultant deliverables with the



IMS Infrastructure Management Services
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Phone: (847) 506-1500 Fax: (847) 255-2938
www.ims-rst.com

November 29, 2016

incorporation of IRI data, subgrade and environmental factors, development of logical projects (multiple blocks aggregated to form homogenous projects), prioritization based on Port Orange specific priorities, and optimization through the integration of "Cost of Deferral" techniques. The City's multi-year plan will not simply be a stock software toolbox output that nearly any consultant can deliver; IMS will work with City staff to develop a realistic multi-year plan that meets the needs of City staff, management, and councils.

IMS also has extensive experience working with Lucity for both pavement and asset management. IMS has the capability to collect subgrade strength data with a Dynaflect and perform a structural analysis for incorporation into the pavement condition index (PCI). The IMS pavement condition data is also developed and delivered in several formats such as Excel, Access, SQL and geodatabases. As a firm 100% dedicated to pavement and asset management, we have the capability to deliver customized pavement management programs that meet our client's needs.

This proposal will highlight our expertise in project management, Lucity software implementation, pavement distress data collection using automated technology, pavement analysis and Capital Improvement Program (CIP) planning, and the presentation of quality reports. *The IMS methodology is truly a turnkey pavement management centric approach that places results in the hands of City staff.*

The primary office for this assignment and the authorized negotiator for the IMS submission:

Donald L. Hardt, Client Services Manager
IMS Infrastructure Management Services, LLC
1775 Winnetka Circle, Rolling Meadows, IL 60008
Phone: (847) 506-1500, Fax: (847) 255-2938
E-mail: dhardt@ims-rst.com

We want to thank you for your consideration of IMS as a viable solution for the development of the pavement management program and we will strive to become an asset and extension of the Port Orange staff and team. Based on careful review of the project scope, we are confident that we can provide the requested services in a cost effective and time efficient manner. We also acknowledge the receipt of Addendum 1. Thank you for your time and consideration.

Regards,

IMS Infrastructure Management Services

A handwritten signature in blue ink, appearing to read "Donald L. Hardt", written over a light blue horizontal line.

Donald L. Hardt
Client Services Manager

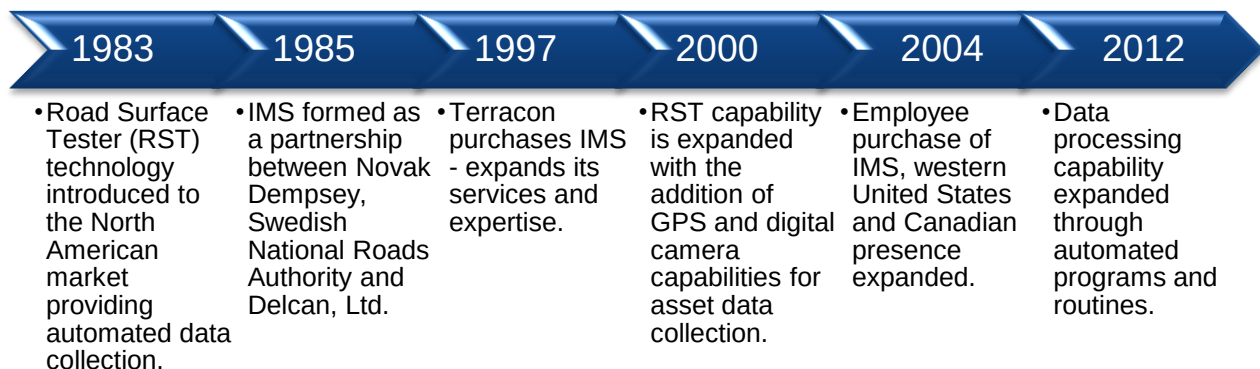
A. COMPANY HISTORY, QUALIFICATIONS, ABILITY & CAPACITY

A.1 CORPORATE HISTORY

IMS Infrastructure Management Services is a pavement management consulting firm with over 30 years of direct experience in the industry and we are the premier automated pavement management firm in the U.S. and Canada. As a professional engineering firm that is 100% dedicated to asset management, our ability to perform the work goes hand-in-hand with our philosophy on project ownership. Every project is assigned a team of dedicated professionals, with the core group comprised of a Project Principal, Project Engineer, and a Client Services Manager. We ensure project ownership because each member of the IMS team understands who is accountable for each phase of the project. In addition, it is the job of the Client Services Manager to keep the project moving at all times.



Since its inception in 1985, IMS has progressively developed new technologies together with real-world software applications to become a recognized international leader in the field of pavement and asset management. Our software solutions provide the tools required to meet the complex challenges within the modern urban and rural environment. IMS maintains a fleet of data collection equipment that performs automated pavement surface condition surveys, rutting and roughness surveys, deflection testing, multi-camera video logging, and right-of-way asset surveys. A brief history of IMS is as follows:



IMS has completed more than 500 pavement and right-of-way asset management assignments for government agencies and private-sector companies throughout the United States and Canada. As an entity, IMS has completed similar projects for:

- Software evaluations, needs assessments, data conversions and implementations.
- 500 City and county agencies plus 25 large-scale public works departments.
- Collected data for more than 15 different software platforms, ranging from our own proprietary systems, to 3rd party programs including Lucity, Deighton, Cityworks, StreetSaver, PAVER, Infor, Cartegraph, Vvieworks, and others.
- Developed 4 pavement and asset management applications.
- Developed the data collection tools that set the standard for automated, objective surveys.

IMS Equipment and Technology Inventory

In addition to providing professional engineering and software services, IMS operates an advanced, state-of-the-art fleet of data collection units. **All equipment is owned and operated by IMS.**

4 Laser Road Surface Testers (RST)



The RST is capable of collecting automated pavement condition data and a full suite of right-of-way asset information in a single pass. The RST incorporates lasers, distance measuring instruments, accelerometers and rate gyroscopes, high definition cameras positioned for forward, rear right-of-way, and side view high-definition imagery and video, and inertial navigation based GPS. The RST is equipped with 11 laser sensors; 7 specifically dedicated to rutting and 4 high speed lasers for cracking. IMS can meet ASTM, FHWA LTPP, PASER, and other standards.

2 Dynaflects



Dynaflects provide nondestructive, multi-sensor dynamic deflection data for pavement structure analysis. Dynaflects have a 30-year history of collecting dependable, repeatable data, and may be used on asphalt and concrete roads. Through the use of load wheels and an oscillating weight, the unit applies a nondestructive 1,000lb load to the pavement and measures the loads deflection through a series of sensors.

3 Sidewalk Surface Testers (SST)



The Sidewalk Surface Tester (SST) is a purpose built field data collection unit designed primarily for surveying municipal sidewalks, rights of way and parking lots. The SST employs the NOMAD data collection software that integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform. NOMAD may be customized for virtually any type of survey ranging from sidewalks, parking lots (following ASTM D6433) to full sign surveys.

Software Solutions



IMS has been a leader amongst professional engineering firms in the development and application of pavement and asset management software solutions. The IMS staff has undergone numerous pavement management software evaluation and implementation assignments. IMS is also a preferred data collection firm for multiple software applications including Lucity and PavePRO. Our reach extends from modest public domain systems, enterprise software and complex engineered systems.

A.2 WHY CHOOSE IMS TO COMPLETE THIS PROJECT?

IMS Infrastructure Management Services, LLC is the premier pavement and asset management firm in Florida. IMS is a leader in the field when it comes to evaluating the needs of agencies for the implementation of pavement management software. As a full-service pavement management firm, IMS has developed multiple proprietary pavement management software programs. It is imperative that IMS understands the City's current staff capabilities, goals and needs to ensure the City is well prepared for the use of the Lucy application.

The main objective of this RFP is to perform a repeatable pavement distress survey for the surface and sub-grade and configure the Lucy software so that it is tailored to match the needs, constraints, and capabilities of Port Orange. IMS will perform pavement distress surveys with the Laser RST, driving the 2-lane streets in one direction, and streets with 3 or more lanes in each direction. IMS will ensure that the Lucy module will meet the data capture/inventory specifications, reporting/analysis tools, and functionality features as requested by the City. When it comes to software implementation there is no such thing as a one size fits all solution for asset management. As a long-term partner with Lucy and key collaborator for the pavement analysis routines, IMS has the requisite knowledge to lead the Port Orange project.



The IMS methodology is truly a **turnkey and software centric approach that places results in the hands of City staff**. In the following sections of our proposal, IMS will demonstrate our ability to meet the functional requirements and exceed the expectations of Port Orange on this assignment. IMS will illustrate our diverse portfolio of clients throughout Florida and the U.S. that have implemented Lucy, each optimized by IMS, and included pavement distress surveys.

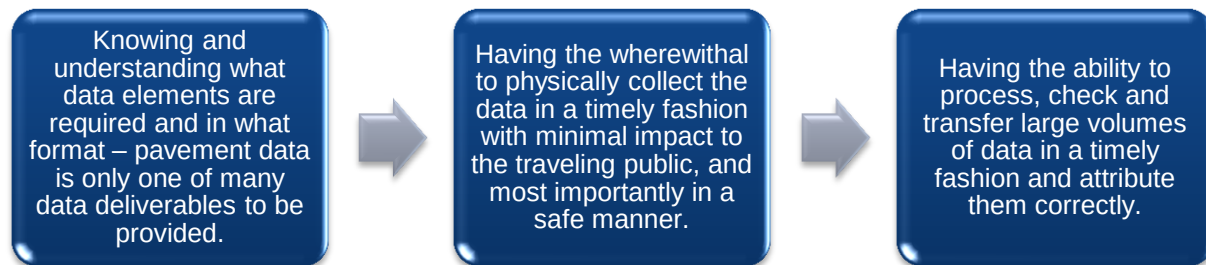
IMS performs pavement and asset management services for municipal agencies across the United States on a daily basis. IMS is a niche consulting firm that only provides consulting services for pavement management programs. As such, the IMS team has the resources to work directly with the City staff to make decisions based on the size of the roadway network, desired functionality, and standard regional practices. The Lucy configuration and operating parameters must fit the needs of the directors, managers, public works staff, council, and most importantly, the citizens.

IMS will also work with the Port Orange staff to benefit from the resources that Lucy offers for its clients. In Florida, there is a strong municipal representation for Lucy User Groups, including IMS clients Port St. Lucie (pavement module) and North Port (work management). In addition, the City of Tallahassee has also recently selected IMS to implement the Lucy pavement management module in 2017.

Our team stands ready to go and will be positioned to act as an extension of Port Orange rather than a discrete consultant. In this way we will work with the City as full partners to ensure Port Orange has the technical understanding to carry on the long-term goals of managing their roadway network.

Project Approach and Understanding

Three elements are critical to successfully completing a network-level data collection assignment:



IMS has developed a streamlined approach to network referencing, field surveys, QA/QC and processing, and reporting for Lucity clients.

Project Initiation and Management – The IMS team will work directly with the City’s Project Manager to develop the final scope of services, schedule, and overall goals and milestones for this project. IMS works with each client on a one to one basis, as we understand each municipality is unique and has different goals and objectives. Our approach to project management will ensure that the City of Port Orange not only acquires quality condition data, but it retains a consultant that can adapt to the City’s evolving needs. As IMS is proposing to optimize Lucity, initial software configuration and implementation processes will be greatly reduced, saving effort and time.

Street Network Inventory & GIS Integration – The City of Port Orange street network consists of approximately 262 centerline miles of paved roadways and, the Laser Road Surface Tester (RST) performs a two-pass test on the arterial and collector roadways while driving the local roads in a single direction, resulting in approximately 319 survey miles. IMS will perform a linear ASTM D6433 compliant pavement distress survey on 100% of the roadway network such that the entire length of each roadway is driven. The field surveys are tied directly to the City’s existing GIS environment resulting in a seamless transition of data that is linked to a unique identifier in the City’s base map.

Innovative Automated Technology – *IMS is unique to the industry, as an objective ASTM D6433-16 data collection effort will be completed.* The laser camera array (LCA) contains 11 lasers capable of collecting automated pavement condition data in the form of roughness to International Roughness Index (IRI) standards, wheel path rutting, transverse cracking, block cracking, alligator cracking, and texture. The Digital Condition Rating System (DDCRS) is a touch screen based tablet computer that allows the user to define what information (ASTM distresses, attributes, and asset information) is to be collected and how it is to be quantified. The DDCRS is integrated into the data flow through time code, GPS, distance and inventory control.



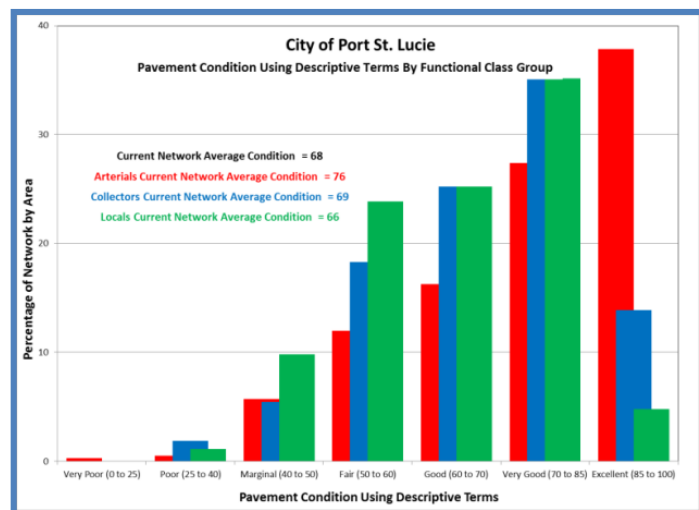
Another innovative technique employed by IMS includes the utilization of a Dynaflect for deflection testing and structural analysis. IMS can mobilize a Dynaflect for structural testing on select roadways (typically

high-load & major roads) for deflection testing to understand the properties of the pavement base and sub-grade. This data can also be incorporated into Lucity for an enhanced PCI analysis.

Lucity Data Format and Load – The draft condition data (prior to load to Lucity) will be delivered to the City of Port Orange in an easy to navigate Excel Spreadsheet (or database), complete with graphs and descriptive terms such as Good/Fair/Poor. The ASTM D6433 extent and severity distress data is also aggregated into an easy to understand 0-10 index to assist in data review. The condition data is delivered as a geodatabase, a series of shape files, or even a Google Earth KMZ file to ensure City staff comfort with the data outputs. Once the City is comfortable with the attributes and the data, the geodatabase is loaded into the appropriate Lucity “Stret” and “Comm” tables within the unified database and moved into production. Lucity can also store and analyze the structural condition indices (SI) that will be collected by IMS with a Dynaflect if requested by City staff.

Lucity Configuration & Pavement Analysis – As the preferred Lucity data collection provider and implementation team, IMS is also fully capable of configuring the operating parameters (performance curves, prioritization, cost-benefit, etc.) of the City’s Lucity pavement management system. IMS can develop a 5 and 10-year pavement management plan (PMP) that targets Port Orange maintained roadways. To do so, IMS will develop the operating parameters of the PMP analysis, which is quite simply the intelligence that drives maintenance and rehabilitation activity.

Operating parameters include treatment types, cost, and effective life span, in addition to City priorities as they relate to functional classification, pavement type, structural adequacy, and districts. IMS can also introduce the concept of “Strength” that can be developed using the Dynaflect on selected major streets, and as the sum of load associated surface defects (alligator, longitudinal, and edge cracking; rutting, distortions, and patching/potholes) on the streets that do not receive deflection testing. *In addition, the deterioration curves can be modeled for Port Orange with the integration of critical set points that catch roadways before they fall into a more expensive treatment category.* This is how we introduce cost of deferment into municipal optimization techniques.



Pavement Management Report – With the analysis complete and approved by City staff, IMS will aggregate the information into a bound report that reviews the concepts of pavement management, PCI calculations, condition results, network value, operating parameters of the analysis, budget scenarios, and 5-year rehabilitation reports. IMS will also deliver all scenarios listed in Scope of Work per the RFP to the City, including GIS-linked imagery from the field surveys. The report will go through several iterations of City review before being finalized and presented to City staff.

Integrating a One-to-One Relationship with GIS

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the ability to handle and present vast amounts of data in an efficient manner. Not only does GIS allow an agency to visually plot textural data, it also establishes an easy access portal to the data through an efficient integration with the Lucity Assets Module.

IMS kicks off every project by completing a brief review of the clients GIS environment to assess suitability for network referencing, survey map preparation, and pavement management purposes.

Pavement condition data is linked to the existing GIS environment and is supplied as a personal geodatabase, series of shape files, or even a Google Earth KMZ file. IMS will review the current GIS configuration within the City's ESRI GIS application. Our understanding of the current configuration will make the conversion process with the selected software module much simpler. IMS integrates with most 3rd party GIS applications, including ESRI.



For pavement management projects, GIS can be used in four key areas of work:

1. GIS is used to verify the streets for pavement data collection activities and to create the routing maps for use during the field surveys.
2. GIS allows data collection activities to be tracked through the plotting of the GPS data collected during the field surveys. This also enables IMS to perform a QA check of the City's current pavement database, identify anomalies in the referencing, and spot missed streets.
3. GIS will be used in processing the distress and inventory data. By plotting the data we can QA the data and identify data exceptions in addition to proofing out the GIS.
4. Personal geodatabases, spatial database engines, shape and/or KML files, can be created for the visual presentation of the network inventory.

While not everyone is a GIS or ESRI expert, everyone can double click on a data file. To supplement a personal geodatabase or spatial database engine, the KMZ files serve as an easy access point for data. Upon clicking, the file opens the Google Earth application, with the City's pavement condition as a layer. The file can be viewed at the summarized project level or the detailed 100-foot level. The user can then left click on any street and view the textural data such as the inventory and distress details. The result is an easy to use and access data review process for the public works department.

A.3 CURRENT WORKLOAD AND LEVEL OF EFFORT

IMS Infrastructure Management Services is a full service professional engineering and consulting firm that specializes in the field of pavement and asset management. IMS undertakes assignments across the United States and Canada. During the previous 10 years, we have completed in excess of 500 assignments ranging from Key West to Vancouver, BC and virtually all locations in between. Nearly one hundred percent of IMS clients exist in the public sector and all projects are related to the field of pavement and asset management. With over 30 years of dedicated experience to the public sector, IMS maintains hundreds of clients. Each staff member is dedicated to one step in the “pipeline” of the project to ensure a repeatable QA/QC program. Below is the current workload for the IMS team:

Agency	State	Project Status
Peoria	AZ	Data collection in progress
Las Cruces	NM	Data collection in progress
Carol Stream	IL	Dynalect data collection underway
Lancaster	PA	Final Report and Presentation
Bellingham	WA	Data processing complete, awaiting acceptance
Sanford	FL	Contract signed, awaiting project initiation
Brookhaven	GA	Final Report and Presentation
Forsyth	IL	Data processing underway
Fairborn	OH	Data processing complete, awaiting acceptance
Grand Island	WA	Draft analysis and report under development
Plainfield	IL	Data processing underway
Arlington Heights	IL	Data processing complete, awaiting acceptance
Norman	OK	Annual update underway
Glencoe	IL	Data processing underway
Grand Prairie	TX	Final Processing Steps
Penticton	BC	Data collection complete; Processing to commence
Kelowna	BC	Data collection complete; Processing to commence
Tallahassee	FL	Contract signed, awaiting project initiation
Springfield	MO	Contract signed, awaiting project initiation

Staffing

IMS maintains a full time staff of 27 engineers, technologists, and support personnel as follows:

- 9** Staff Professionals (4 Professional Engineers)
- 12** Technologists
- 6** Support Personnel

The IMS team completes approximately 50-60 pavement and right of way asset management assignments on an annual basis. With such a wide range of clients across the United States, IMS can complete direct funding and condition comparisons to other municipalities of similar size.

A.4 INNOVATIVE APPROACH TO OBJECTIVE PAVEMENT DATA COLLECTION

The IMS fleet of pavement performance equipment includes four Laser Road Surface Testers, two Dynaflect devices and three Sidewalk Surface Testers. For this survey, we propose to use our Laser Road Surface Tester (RST) enhanced with digital imagery and GPS capabilities. The RST, with its Laser Camera Array (LCA) is capable of collecting a full array of pavement condition data complete with high accuracy GPS coordinates and multiple view digital imagery for both rigid and flexible pavements (in real time), as it traverses the roadway. An integrated Digital Direct Condition Rating System (DDCRS) supplements the RST data for additional ASTM D6433 distress data elements, quality assurance and inventory information. Specialized data processing, using GIS as its backbone, allows the pavement data to be quickly checked for completeness and quality.



The main components of the enhanced RST are:

- A transducer bar with an array of 11 laser cameras, rate gyroscopes, inclinometers and accelerometers to measure pavement roughness, rutting, cracking, and geometrics.
- DDCRS that may be customized to collect a variety of roadway attributes and extent-severity based pavement distresses.
- Ability to collect dual wheel path roughness to International Roughness Index (IRI) standards.
- Up to 7 digital video cameras for forward, pavement, side and rear right-of-way images for QA/QC, virtual drive deliverables, and right-of-way asset extraction.
- High accuracy Global Positioning System (GPS) receiver with inertial navigation.
- Dual distance measuring instruments to measure linear distances to within +/- 0.5%.

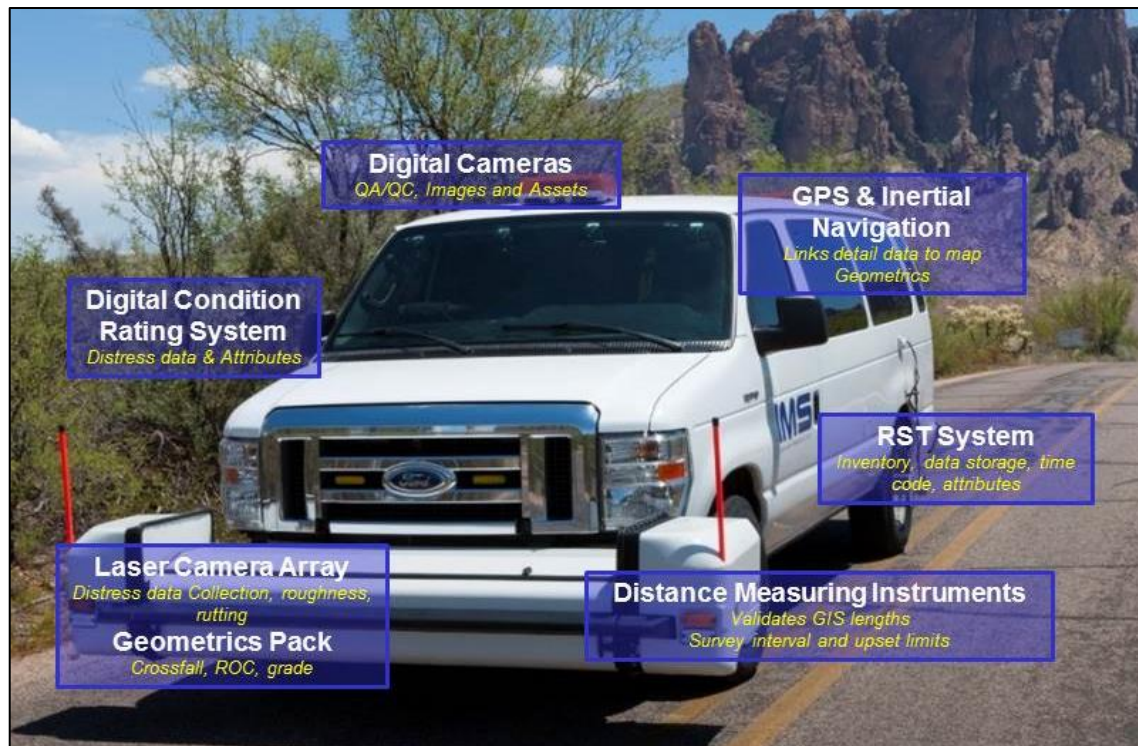
Laser Camera Array (LCA)

The **LCA** is an ASTM device capable of collecting automated pavement condition data. The LCA is comprised of gyroscopes, accelerometers and 11 high speeds lasers configured to capture roughness data to International Roughness Index (IRI) standards and wheel path rutting measurements. *Our 11-sensor configuration provides greater precision and repeatability of profile data over traditional five sensor configurations because it reduces the impact of vehicle wander in the driving lane.*



The LCA also automatically collects transverse cracking, block cracking, alligator cracking, distortions and texture. The laser camera technology automatically detects cracks and minute variances in the pavement surface. Thus, the LCA greatly diminishes the subjective nature of pavement condition data collection performed by "windshield" and image based field surveys.

The following diagram illustrates the full configuration of the RST for **ASTM D6433** pavement condition data collection assignments. The RST is operated by three highly trained technicians



Laser Camera Array (LCA)

11 laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The lasers collect data in a severity and extent format that conforms to ASTM D6433 protocols.

Digital Cameras

The Laser RST can be mounted with up to 7 digital cameras depending on each project's unique requirements. Digital images are largely used for many purposes: data validation, virtual drive deliverables to clients, and right-of-way asset inventory development.

GPS Acquisition

GPS technology is coupled with inertial navigation to enhance the acquisition of accurate longitude and latitude coordinates. Municipal agencies are becoming GIS centric and thus all data must be georeferenced for plotting in a GIS environment and linking with the Florida state plane XY coordinates.

Distance Measuring Instruments (DMI)

Dual DMI pulse transducers that accurately collect and report vehicle distance and speed. The distance data is integrated with the inventory, GPS data flow, and time code.

Hardware & Storage

The Laser RST is equipped with multiple servers and computers that store the data collected from the lasers, cameras, GPS, and touch-screen event board.

Digital Direct Condition Rating System (DDCRS)

The touch-screen event board allows IMS to collect a wide range of data from pavement distresses to the validation of pavement attributes. The touch-screen event board can be configured in any manner we desire and conforms to the ASTM severity and extent data collection protocols. This is also used for unique asset attribute identification.

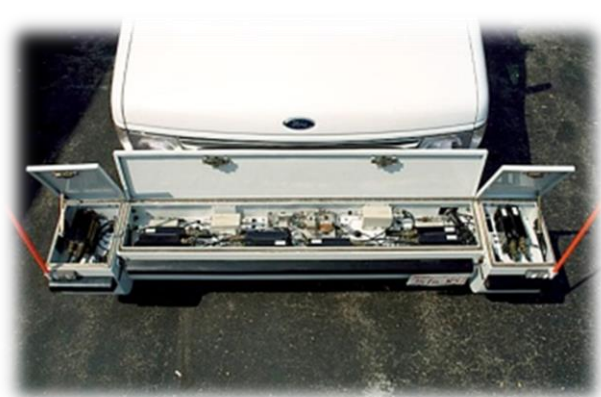
ASTM D6433-16 Pavement Distress Details:

Distortions, Raveling, Potholes, Scaling, Spalling & other ASTM D6433 Distresses – the RST platform can be configured to collect nearly any pavement distress, attribute, or other associated data using the DDCRS. By means of a touch screen based tablet computer, highly trained IMS technicians input changes in observed distress severities and extents, or identify specific roadway assets or attributes. The DDCRS is integrated into the data flow through time code, GPS, DMI distance and inventory control. The DDCRS data is then post processed in the office to generate extent quantities for each observed distress severity level throughout every surveyed road section.

Rutting – Wheel track rutting is calculated in real time from transverse profile data collected by the RST. Each of our RST units is equipped with 11 laser cameras that fire simultaneously to collect continuous - transverse profile data at 4-inch intervals at highway speed. This configuration is far superior to other types of vehicles that utilize three lasers or sonic transducers to calculate “relative rutting”. Even five sensor units are extremely sensitive to driver error since it is essential in this case that the driver keep the data collection vehicle’s wheel exactly in the rutted wheel tracks (assuming that they fit).

The wire method is used to calculate the rut depth in both the right and left wheel track on essentially a continuous basis. Either the right or deeper of the two-wheel path ruts may be used for rut depth calculations with the average rut depth for that wheel path reported for each section. *Rut depth results, quantified by 3 - 4 severity thresholds (with break points at user-defined levels such as 0.25, 0.50 and 0.65 inches) and percentage of section will be provided for every segment.*

Cracking, Faulting & Macrotexture – The RST allows IMS to conduct an objective crack survey, thus increasing the accuracy of an otherwise subjective manual survey. High-speed lasers and an on-board processing computer, accurately measure the surface profile of the road. Included in this profile are all cracks and faults as small as 1/8” (2 mm) wide that pass beneath the lasers. Processing software then reduces and filters this information to determine the *total number of cracks, crack width, as well as the crack interval*, plus faulting information. From this information, quantified crack data can be determined at both the survey and summary intervals.



Roughness (Enhanced Measurement) – Dual wheel path International Roughness Index (IRI) data is calculated in real time from continuous longitudinal profile data collected by the RST. Data is simultaneously obtained from three devices to determine the road profile; a pulse transducer based distance-measuring instrument (DMI), laser sensors operating at 32 kHz, and an accelerometer in conformance with ASTM E 950. Each of our RST units conform to a Class I profiling device and are equipped with laser sensors and accelerometers in both wheel paths so that ¼ car IRI calculations can be performed for each wheel path. The RST can also “pause” over non-valid roadway sections such as localized maintenance activities or brick inlays and not affect the overall IRI value.

A.5 COMPARING 100% SURVEYS WITH SAMPLING METHODOLOGIES

IMS has over 30 years of company expertise dedicated to pavement data collection through the use of automated technology. The RST methodology has been enhanced over the last 10 years to more fully address the requirements of Lucity using modified or enhanced ASTM D6433-16 protocols. Our approach has been fine-tuned and proven on the FHWA test tracks across the United States and over 500 municipal projects since 2004.

While most pavement management experts will agree that a sampling based methodology – where 10% - 50% of the pavement network is surveyed – is a subjective form of measurement, many consultants are conveniently proposing such an approach in an effort to minimize costs. IMS is not one of those consultants. Our fleet of advanced data collection technology performs objective pavement distress acquisition surveys by conducting a true linear approach, where 100% of the segment length is surveyed. Even automated surveys using computer processed downward imaging are forced into a sampling based approach, not because of the cost of testing, but necessary review of the processed data. Sampling based methodologies dilute the objectivity that advanced technology brings to the table.



While PAVER and some other pavement management programs may accept sampling methodologies as low as 10%, those minimums were generally intended for rural roads with uniform pavement cross sections. The reason that sampling surveys tend to misrepresent distress data in cities similar to Port Orange can be summarized in two words: **distress variability**. Random samples are generally not adequate in urban environments with high distress variability within each pavement section. For example, if a sample section of a roadway is surveyed and deemed to be in good condition, those results will be aggregated into the remaining section length. The results will not take into account the severe alligator cracking found 200 feet from the sample site. Intersections and the areas around them are usually excluded as sample section because traffic or safety concerns.

IMS has performed comparison testing on the same urban roads using a 100% method versus several sampling methods with different percentages. With the exception of streets with new surfaces or totally destroyed streets, we found that the results were always difference. The differences will affect the current ratings, priority listings, selection of rehabilitation strategies, budget estimates, and the ability to fine-tune performance curves with future testing updates.

Therefore, instead of completing a sampling based automated survey that is inherently subjective in nature, we propose to collect the data in an objective linear fashion along the full length of each roadway. The distress data will be collected continuously and then reported in 100-foot intervals, complete with their respective GPS coordinates. The data will then be aggregated to the section level, following the sectioning and referencing methodology determined in the final scope meeting and loaded to the Lucity pavement management system.



A.6 CAMERAS & EQUIPMENT CONFIGURATION

IMS can mount up to 7 high definition cameras on the RST platform to acquire a full 360 degree view necessary for roadside feature extraction. Based on our understanding of this assignment, IMS proposes a configuration of three high-definition cameras (2, 3 & 6) as depicted in the RST image below. As an example of the image quality for similar data collection projects, the image above illustrates the center forward view (Camera 2).



Prior to commencing the field surveys, our team will confirm the requested views for collection and final delivery. For the Port Orange project, the high definition cameras will also be used for the internal IMS Quality Assurance and Quality Control program to ensure route coverage and repeatability. The camera angles will be proofed out at the calibration stage, as it may be desirable to relocate or change the orientation of a camera (typically cameras 2, 3, & 6 for deliverables). All images are linked with the PCI data and to the City's existing Lucity database and GIS environment. The imagery is supplemented with a personal geodatabase containing image hyperlinks.

Our experience has shown that not all roads require two pass testing as residential roads can be passed in one direction. On local roadways, sufficient information can be collected in a single pass with a rear-facing camera. This rear-facing camera, orientated to collect information on the face of signs in the other direction, is also sufficient for collection of markings and striping, sidewalks, shoulders and other features.

The adjacent image illustrates the proposed camera configuration for this project:

- Camera 1: Left front view offering a forward facing view that is angled toward the centerline of the roadway.
- Camera 2: Center-forward offering a panoramic pavement width and right-of-way view (illustrated above).
- Camera 3: Right front used for 180-degree forward view and for right-of-way asset data extraction. Camera is oriented to capture most signs and not too much horizon.
- Camera 4: Camera can be oriented to capture ditch, shoulder, and sidewalk imagery, or elevated up to collect building fronts.
- Camera 5: The camera is oriented in a downward direction to collect video of the pavement distresses.
- Camera 6: Left rear camera oriented to collect reverse facing signs and markings images.
- Camera 7: A driver's side angle for an enhanced ROW view if necessary.



A.7 DEVELOPING THE 5-YEAR PAVEMENT MANAGEMENT PLAN

During the field survey's IMS will begin processing the pavement distress severity and extent scores in an effort to develop a PCI for each roadway segment. The condition results will then be analyzed by a team of IMS engineers who develop the Port Orange multi-year pavement management plans. This section provides a brief summary of the functionality of the Lucy analysis configuration in order to emphasize our implementation expertise as well as the abilities and constraints within the application.

IMS has been instrumental in the development and enhancements of the Lucy pavement management module through our long-term business partner relationship. As a result of this relationship, the Lucy system has actually been designed around automated ASTM D6433 data collection and reporting capabilities. The system has incorporated many of the key facets of pavement management that assist agencies in producing cost effective maintenance programs. By incorporating key components of a cost benefit analysis into the Lucy operating parameters, we can develop an analysis that is optimized to meet the needs of the City.

Lucy Pavement Analysis
PLANNING FOR YOUR PAVEMENT'S FUTURE

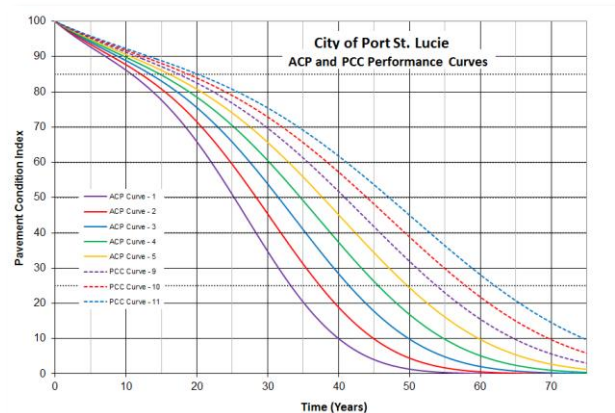
Field Inspection Data and Pavement Condition Index (PCI)

The Lucy system allows you to store information regarding your pavements, including surface types, number of lanes, patching estimates, cross slopes, and sidewalk & curb types with replacement estimates. Pavement condition data including surface distress, roughness, and deflection results can be stored and analyzed. Using the Lucy Pavement Manager Setup module, you can develop customized condition elements, distress types (load & non-load), Indices (SDI, RI, & SI), weightings, and overall PCI calculations. In addition to the yearly programs, the net impact each budget scenario has on the expected condition of the road network over time can be determined. This budget impact can be illustrated both in terms of the yearly increase and in terms of decrease in the average network PCI score, PCI distribution, or % Backlog of roads that were not selected by the budgets. IMS converts the difficult to understand ASTM D6433 data to a 0-10 distress rating scale with distress weighted factors (DWF), where $DWF = \{\text{Area under D6433 deduct curves}/3000\}$.

Modeling and Performance Curves

With Lucy, you can forecast various budget scenarios to help you determine your ideal maintenance and rehabilitation schedule. The Lucy system will help you decide what rehab activities should be performed, when and where to perform them, and an ideal budget for your system to maintain it at a specific level of service.

Lucy uses pavement deterioration models that can be customized to reflect the climatic conditions and structural characteristics of the City of Port Orange road network. As a result, performance curves can be developed on factors such as functional class, pavement type and sub-grade strength.

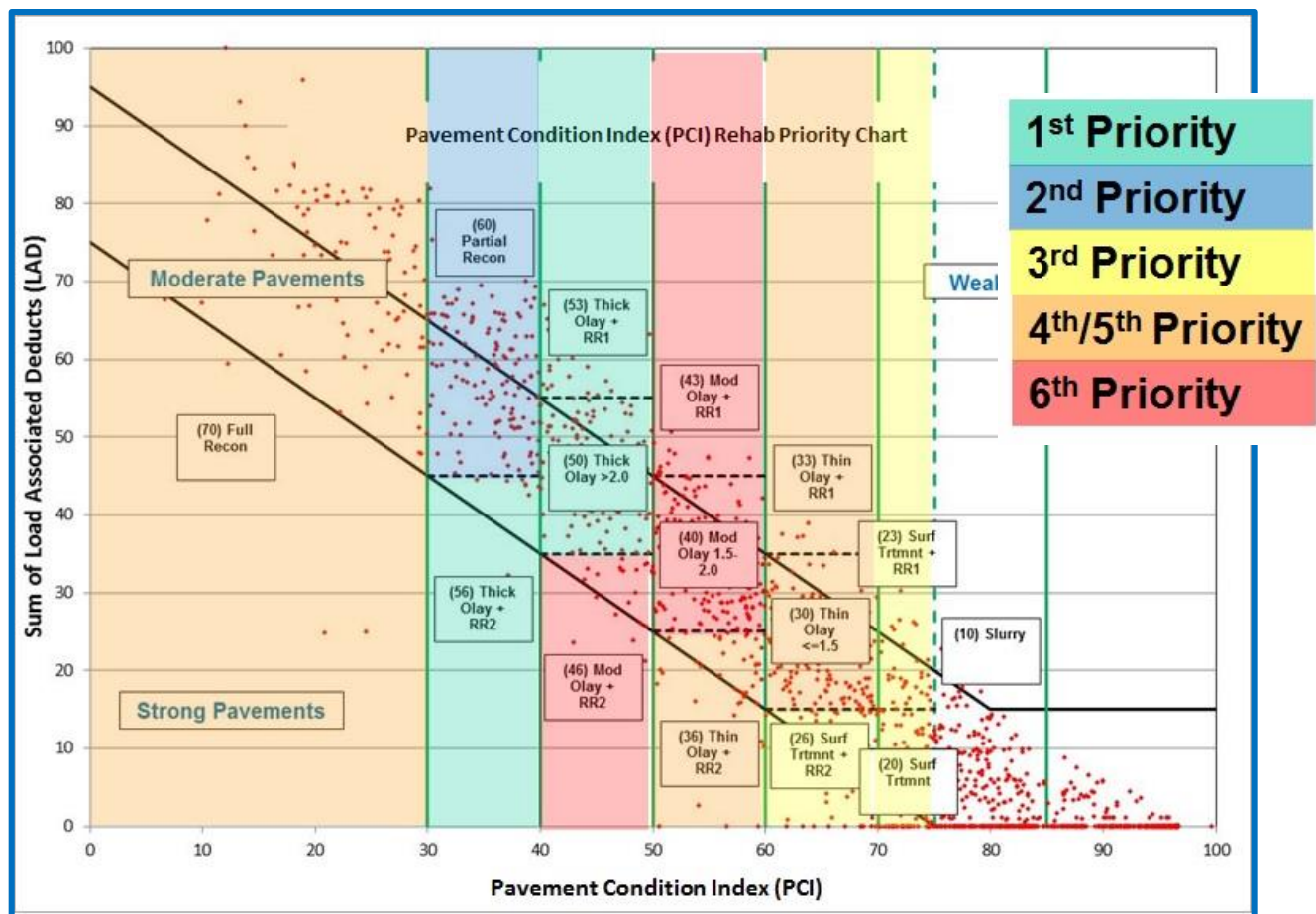


Set Points and Operating Parameters

One of the most important aspects of the IMS approach is determining the 'set points' or thresholds of the performance curves and other factors. In general, these set points determine what type of treatment will be selected given the current or predicted condition of a road segment over time.

For example, the scatter plot displayed below illustrates a potential rehab selection process that may be incorporated for Port Orange. Each dot represents the outcome of a pavement condition assessment on each segment in the road network. The X-axis is the pavement condition score while the Y-axis is a sum of load associated deduct. The boundaries created by the intersection of the vertical green lines and horizontal dashed black lines represent the potential rehabilitation strategy for those given conditions. Each maintenance and rehabilitation strategy is programmed to take place in the most optimal year for each roadway segment.

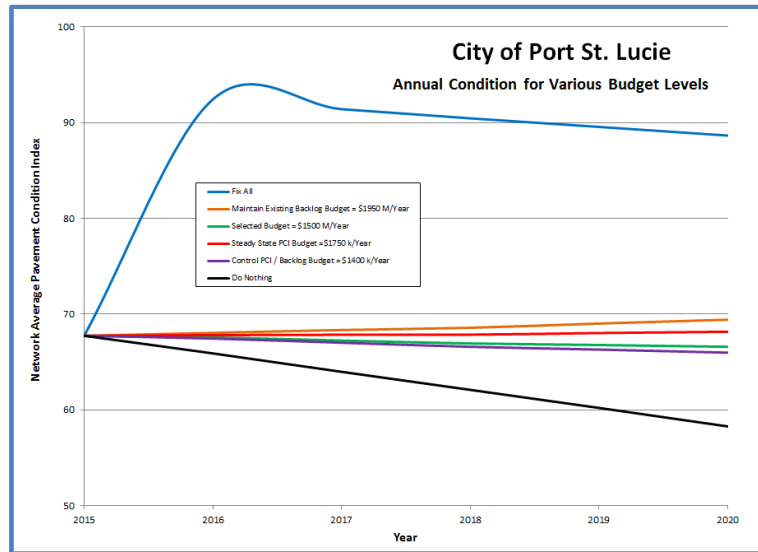
The color bands are also an effective way of illustrating the activity priorities through an analysis that takes into account critical PCI drops, also known as "cost of deferral." The IMS analysis specifically targets "critical segments", which is defined as segments that will drop into a more expensive treatment category if they are not selected now. By presenting the rehab strategies in a visual format such as this, the user, Port Orange staff, management, and Councils can easily understand, follow and potentially modify the results with confidence.



Rehabilitation Analysis

An unlimited number of pavement maintenance and rehabilitation strategies can be defined within the Lucity system. An analysis is then run, incorporating the performance curves, set points, filter criteria and rehab alternatives to identify the overall need in terms of rehab strategies and costs for the City's road network, for today as well as year on year for the next 5 to 10 years.

The IMS approach allows you to input any number of "what if" budget scenarios and produce prioritized yearly rehab programs based on those funding levels over a 5-year analysis period. Typical budget scenarios include Budget \$/Year, Unlimited Budget \$, "Do Nothing" Budget, and a Target PCI Budget.



What is included in an IMS analysis & report?

- *Street ownership and inventory/attribute report*
- *Present condition ranking* – detailed and summary condition data including; Good/Fair/Poor, Load Associated Distresses (LAD), Non-LAD, and Project reviews of each street in the network, as well as the network as a whole.
- *Fix all budget analysis* – this identifies the upper limit of spending by rehabilitating all streets assuming unlimited funding.
- *Do nothing analysis* – this identifies the effects of not performing roadway rehabilitation projects.
- *Steady state rehabilitation life cycle analysis* – this identifies the minimum amount of rehabilitation that must be completed in order to maintain the existing level of service over 3, 5, or 10 years.
- *PCI & funding levels* – what funding will be necessary to maintain a PCI of 75, 80 & 85.
- *Plus or minus 50% and other additional runs* – additional budget runs are completed at rates of +50% and -50% of the suggested steady state analysis. Up to 10 budget scenarios will be run.
- *Integration of capital projects and Master Plans* – ongoing and proposed projects that affect roadway rehabilitation planning will be incorporated into the analysis.
- *Draft 5-year rehabilitation and prioritized paving plans* – based on need, available budget and level of service constraints; a minimum of three budget runs will be completed.
- *Final prioritized paving plan* – incorporating feedback from stakeholder departments and utilities, complete with budget and level of service constraints.

An IMS pavement management program is comprehensive, from the data collection process to the integration with Lucity, and ensures that Port Orange will have the capability to utilize the pavement condition data for the implementation of real-world maintenance and construction programs.

A.8 DEVELOPING LOGICAL PROJECTS WITHIN LUCITY

Lucity and a few other select pavement management systems allow the user to develop projects (multiple segments aggregated to form a logical project) that meet the needs of City staff and available funding sources. While enterprise applications like Lucity allow the user to store their data at the block level and aggregate multiple segments to form a homogenous project for the analysis runs, many applications do not retain this functionality (i.e. PAVER, Cartegraph, etc.). Developing logical projects is a crucial component of any rehabilitation plan and IMS does so by using a series of constraints related to available funding sources, pavement type, project length upset limits, and the rehabilitation methodology preferred by Port Orange staff. In our experience, there are four types of projects that can be successfully developed and configured within the Lucity system as a part of this assignment:

1. **Block to block** – the rehab plan is developed on a block by block basis. This is extremely inefficient in terms of cohesiveness of approach and generally ends up looking like a shotgun blast against the map. This methodology is typically employed by agencies that are extremely underfunded. It is used as a last resort and not very popular. However if done correctly it can be made to work to buy time until an agencies budget improves.
2. **On-Street** – the rehab plan is created by aggregating like segments to form a homogeneous project, typically ½ to 1 mile in length. All projects stay on a single street and do not cross a major roadway. The smallest length is a single block if it is so different from the adjacent ones, the longest would be 8 to 10 blocks. The length would also be governed by condition – the better the score, the longer the project can be. No single project should soak up more than 25% of the annual budget.
3. **On-Street/Side Street** – similar to the on-street plan, this option also picks up smaller side streets as the project passes by them. This is the most popular method. It often combines functional classes such as a small local cul-de-sac is picked up with a collector. The idea is to prevent orphaned segments being left alone and forgotten. In terms of cost-efficiency, it generally is the best. However, projects are selected by need instead of geography. So within a neighborhood, one project could be selected and another deferred. This approach can also be used to “knit” together the patchwork quilt nature of pavements in to a more homogeneous blend.
4. **Neighborhood Based** – this method really only works for fully funded agencies. Under this option all streets within a defined geographical boundary (a neighborhood or some other similar definition) may be blended together to form a single project. With the neighborhood based approach, all streets must be of the same functional classification and condition – otherwise the analysis fails as there is too wide of a range of condition for a one-size fits all approach. This typically limits the size of the neighborhood that may be aggregated together.

The Lucity application has a feature that allows Supersegments or projects to be “linked” together, such that when one project is selected, all projects that are “linked” to it also get selected in the same year. The benefit of this approach is that each project with a linked group receives the rehabilitation appropriate for their condition and functional class – thus allowing a whole neighborhood to be completed in a single year. The down side is there will be a loss of efficiency as some projects will be selected prior to the need year, with an increased amount of data management required on the part of the City.

A.9 OPTIONAL DEFLECTION TESTING AND SUB-GRADE ANALYSIS

Subsurface distress investigations are a valuable tool to assess the sub-grade condition of a roadway. As a part of the project deliverables, IMS will integrate the Structural Index (SI) as a component of each roadway's final PCI score on select streets. To assess the subgrade strength of a roadway, a Dynaflect can be utilized for Asphalt and Concrete roadways in accordance with ASTM standards.

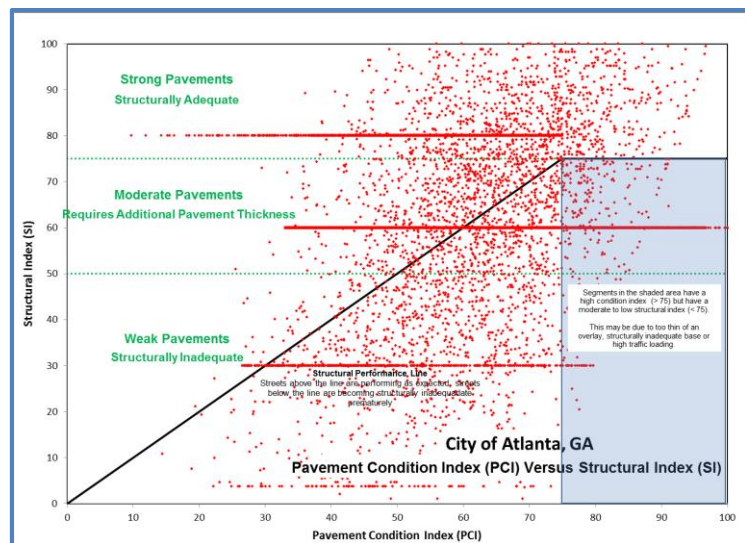
While deflection testing can be conducted on all roadways, generally IMS recommends that network-level testing be completed on the high traffic routes such as arterials and collectors. Deflection testing is typically completed at least once in each direction on every street segment (every 300 - 500 feet) along the outside lanes of the roadway on major streets. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. IMS will record the readings of a series of geophones for inclusion in the overall pavement condition rating. These readings will then be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.



Upon completion of the deflection survey a structural analysis is performed. Dynaflect's apply a known load to the pavement and measure the pavement's response to the load. The structural adequacy of a road is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays. Those between 50 and 75 typically reflect roads that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

The adjacent graph presents a sample structural adequacy plot of a recent client's roadway network against its average pavement condition.

The diagonal black line separates roadways that are performing above expectations (above the line), from those that are not, (below the line). The large number of roadways falling below the diagonal line indicates this particular City has a high percentage of roadways that are structurally inadequate for their design load. This is typically the result of insufficient base and structural materials during the original construction, or the application of overlays that were too thin during the lifetime of the roadway.

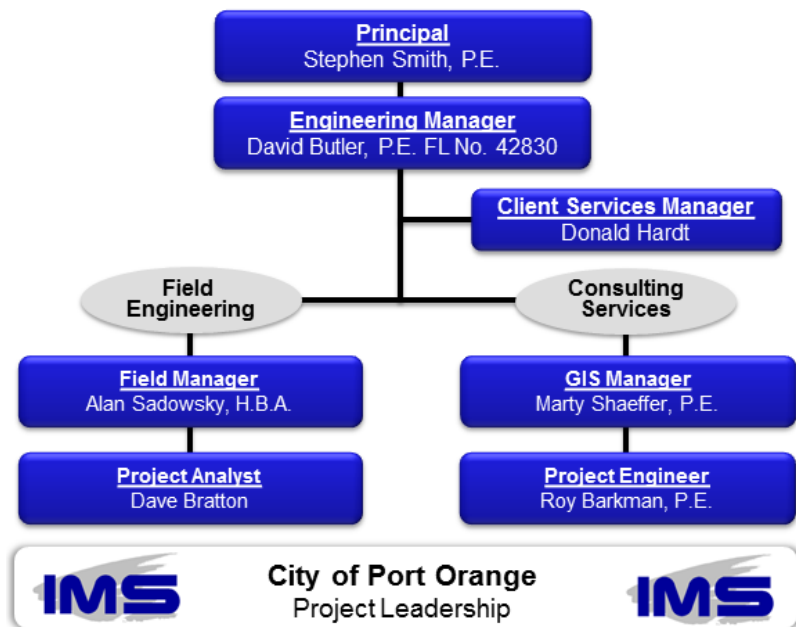


B. QUALIFICATIONS & ABILITIES OF PROFESSIONAL PERSONNEL

B.1 PROJECT TEAM ORGANIZATION & LEADERSHIP

The IMS team is built around a core group of key project members that stay with the project from inception through to delivery of the final results. It is where decisions are assessed, implemented, and follow-up completed. The core team, led by Stephen Smith, also includes David Butler as the Project Manager, and Don Hardt as the Client Services Manager. This is also the same project team that has completed the Port St. Lucie, Monroe County, Sanford, Seminole County and other Florida projects, along with over 200 other software implementations, re-configurations, database conversions, and analysis assignments.

The team has been structured into two streams that follow the logical work activities and flow of the project. Each work stream is headed by a specialist in their respective field of practice. For this assignment, activities relating to Lucity consulting services are undertaken and managed by Stephen Smith. Stephen was selected for this role due to his 500+ software implementation and conversion assignments, pavement management projects, and over 30 years of pavement management experience. Activities that relate to the pavement condition surveys and the implementation of the QA/QC program are managed by David Butler.



The entire team will operate under the direction of Stephen Smith, IMS Principal. Stephen was selected to lead this team for a few mission critical reasons:

- As a Principal of IMS, he will be able to bring on additional resources as necessary and react to on-going project challenges in a timely fashion. In this role, Stephen's main goal will be to ensure Port Orange receives the services they contracted IMS to provide, and in exchange, IMS can receive a strong client reference.
- Stephen has over 30 years engineering and project management experience with the past 17 years focusing on pavement and right-of-way asset management assignments. His past experience in roadway design and construction, municipal engineering and pavement analysis puts him in a strong position to develop real world solutions and budgets.



Team Leadership and Roles

The project roles, qualifications, and responsibilities of the key team members are highlighted and summarized below.

Team Member	Project Role & Experience
Stephen Smith, P.E. Project Principal <u>Summary:</u> 18 Years with IMS Lucity Experience: 16 years Automated Data: Yes Pavement Management: Yes ROW Assets: Yes Software Implementation: Yes	Responsible for ensuring technical resources are available for the data collection and processing, and then directly involved with the pavement analysis and reporting. Stephen will be integral throughout software evaluation, database conversions, and implementation phases. Stephen will ensure that the project remains on time and that the draft memo and final reports are reviewed with City staff. <i>B.S. in Civil Engineering, over 30 years engineering experience.</i> <i>P.E. in Arizona, Delaware and P.Eng. in Alberta.</i> <i>17 years specializing in pavement and right-of-way asset management for cities and counties.</i> <i>In excess of 100 pavement and right-of-way asset management and implementation projects in the last 5 years. Most involve development of inventories, GIS integration, analysis and reporting, and asset management systems.</i> <i>In excess of 300,000 miles of data collection and QA/QC using automated, manual and sampling technologies.</i> Recent projects include: Euless, Pearland, Beaumont, Denton, Keller, Weatherford, & Travis County, TX; Monterey, Lancaster, Long Beach CA; Sandy Springs, GA; Boulder, CO; Carlsbad, CA; Bellingham, WA; Downey, CA; Fontana, CA; La Mesa, CA; Glendale, Goodyear, Scottsdale, & Gilbert, AZ; & Visalia, CA.
David Butler, P.E. Engineering Manager Quality Assurance Manager <u>Summary:</u> 33 Years with IMS Lucity Experience: 10 years Automated Data: Yes Pavement Management: Yes ROW Assets: Yes Software Implementation: Yes	David is responsible for ensuring the prepared inventory and processed pavement condition data meets IMS' rigorous QA standards. He works closely with the Project Engineer to ensure the data meets the deliverable requirements. Dave will conduct the final reviews of the pavement and ROW asset data; as such, he will implement the QA/QC process for the surveys. <i>B.S. in Civil Engineering, over 30 years engineering experience.</i> <i>Over 25 years specializing in pavement and right-of-way asset condition surveys, software implementation, analysis, and training.</i> <i>P.E. in 10 states.</i> <i>Developer of three pavement and right-of-way asset management applications and data models, complete with GIS integration.</i> <i>Data collection, inspection and QA/QC of well over 200,000 miles of roadways in all regions of the country.</i> <i>Participation in ASTM sub-committee E1741, TRB sub-committee AFD20 on pavement monitoring, valuation.</i> Recent projects include: Carrollton, Farmers Branch, & Denton, TX. Casper & Sheridan, WY; Kettering, Columbus, & Newark OH; Schaumburg, Evanston, & Lake County, IL; Boulder, CO; Kingston, Markham, & Sudbury, ON; Anaheim, La Mesa, & Cerritos, CA.



Marty Shaeffer, P.E.

GIS Manager

Summary:

10 Years with IMS

GIS: Yes

ROW Assets: Yes

Lucity: Yes

Marty is a professional engineer who has spent the last 17 years dedicated to GIS technology. He is responsible for ensuring accurate linkage of the IMS data to the City's existing GIS and works closely with the Project Engineer. Marty also facilitates the processing of RST imagery.

- *B.S. in Civil Engineering, 27 years engineering experience.*
- *15+ years specializing in GIS mapping.*
- *P.E. in California, New Mexico, & Arizona.*
- *Registered AutoCAD Developer and member of the American Society of Civil Engineers.*

Recent projects include: San Luis Obispo, CVAG, Sutter County, and Imperial Beach, CA; Muskogee, OK; Goodyear, Scottsdale, AZ.

Alan Sadowsky, H.B.A.

Field Manager

Summary:

15 Years with IMS

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Alan will be responsible for the oversight of all field survey activities. He works closely with all field crews and reviews all calibration data to ensure everything is working within specification. Alan leads the logistical nature of equipment maintenance and on-time survey completion.

- *H.B.A. in Geography.*
- *25+ years of pavement and right-of-way asset management, implementation, data collection and processing experience.*
- *State level experience in NMDOT, BCMOTH and Ontario MOT.*

Recent projects include: Kelowna, North Vancouver, Langford, Langley, Maple Ridge, and Vancouver, BC; Anaheim, Downey, and Fontana, CA.

Roy Barkman, P.E.

Project Engineer

Summary:

5 Years with IMS

Lucity: Yes

Automated Data: Yes

Pavement Management: Yes

Roy will be responsible for ensuring the facilitation of data throughout the entire project. His responsibilities begin with ensuring accurate network referencing and end with the processing of raw field data into meaningful results. Roy will also ensure the data is ready for upload with Lucity.

- *B.S. in Civil Engineering*
- *Registered P.E. in Arizona*
- *6+ years of municipal and private firm experience focused on asset management, roadway design, and land development*

Recent projects include: Beaumont, Weatherford, Denton, Pearland, Euless, & Southlake, TX; Long Beach, Imperial County, CA.

Dave Bratton

Project Analyst

Summary:

5 Years with IMS

Lucity: Yes

Automated Data: Yes

Pavement Management: Yes

ROW Assets: Yes

Dave will be involved with the initial review of the field data and the post-processing of the data. Dave will prep the data for loading to Lucity and ensure that the data is configured to linking with GIS. Dave will also be responsible for review of imagery deliverables.

- *B.S. in Civil Engineering, Bradley University*
- *Certified for PAVER implementation*
- *Registered E.I.T. in Illinois*

Recent projects include: Lake County and Lockport, IL; Leawood, Salina, and Johnson County, TX; Ottawa and Barrie, ON; Columbus, OH; Key West and Monroe County, FL.



B.2 STAFF RESUMES

Staff resumes are presented following this page.



Background

Mr. Smith fills two critical mission-oriented roles for IMS, as a principal of the firm; he has the responsibility of ensuring the long-term health of client relationships. Second, as a senior manager and pavement engineer, Mr. Smith provides project management capabilities on assignments where his background in integrated infrastructure management and municipal engineering is best suited. Mr. Smith has fulfilled the role of project manager and engineer on over 500 pavement, infrastructure and engineering assignments.

Through his work in the infrastructure and pavement management industry, Mr. Smith brings to each project a unique blend of hands-on implementation and project management skills combined with the ability to integrate various software platforms, GIS and operating systems. He also is well versed in various state-of-the-art data collection technologies. In addition to management systems, Mr. Smith has extensive experience in the area of subdivision design, municipal engineering and highway design and construction.

Education & Registrations

Bachelor of Science, Civil Engineering, 1982, University of Calgary

Professional Engineer: Arizona (2005), Delaware (2000), Alberta (1985)

American Public Works Association; American Council of Engineering Companies; American Society of Civil Engineers

Project Leadership Roles

Stephen has been the Project Principal for the projects below, and many more, ranging from \$10,000 to \$1,000,000.

Pavement and Right of Way Asset Management Assignments - Project experience includes participating in the planning, management, training, data collection, and implementation of systems for many public and private sector clients.

Municipalities: North Port, Port St. Lucie, Key West, Sanford, FL; Anaheim, Downey, Fontana, Long Beach, Visalia, Oceanside, Monterey, Cerritos, CA; Glendale, Goodyear, Phoenix, Scottsdale, Tempe, Chandler, AZ; Centennial, Aurora, Denver, Fort Collins, Longmont, Grand Junction CO; Tacoma, Bellevue, Mercer Island, Bellingham, WA; Salt Lake City, UT; North Las Vegas, NV; Buckhead, Sandy Springs, Brookhaven, Dunwoody, Marietta, Milton, Atlanta, GA; Denton, Keller, Huntsville, Pearland, Euless, Weatherford, TX.

Counties and MPO's: Seminole County, Okaloosa County, FL; Stanislaus County Association of Governments, Coachella Valley Association of Governments, Los Angeles County, CA; Jefferson County, Arapahoe County and Boulder County, CO; Los Alamos County, NM; Clark County, NV; Travis County, TX, Denver Regional Council of Governments, CO.

State/Provincial: Arizona DOT, Florida DOT, Caltrans HPMS, New Mexico, Delaware HPMS, British Columbia and Alberta.

Professional Work History

IMS Infrastructure Management Services

Principal & Sr. Project Manager, 2004-Present
Vice President, 1999-2004

ITX Stanley (Stantec)

Manager of Business Development, 1997-1999
Regional Manager, 1995-1997

Stanley Associates Engineering Limited Tritec Engineering

Senior Project Manager, 1989-1995
Project Engineer, 1988-1989

DAVID E. BUTLER, P.E.

MANAGER OF ENGINEERING SERVICES & SR. PROJECT MANAGER



Background

As a pavement management specialist, David has designed several Pavement Management computer programs that are in use by many agencies across North America. Over the past 15 years, he has implemented over 80 installations of programs and systems and has provided comprehensive reports for over 350 other agencies. The training of agency personnel in pavement management theory and the application of information derived from programs and systems has been one of Mr. Butler's primary responsibilities.

Based on his background in pavement management, Mr. Butler has been responsible for the quality control of field data collected using the Road Surface Tester for pavement surface distress and the Dynaflect for pavement structure. He has been responsible for the quality of data on well over a million pavement sections in North America. Through practical experience, Mr. Butler has gained a working knowledge of pavement distress and its effect on pavement deterioration. He also has extensive knowledge of deflection theory and how it relates to pavement life expectancy.

Education & Registrations

Bachelor of Science, Civil Engineering, 1981, Brigham Young University

Professional Engineer: Florida (1990), Illinois (1989), Colorado (1990), Texas (1990), Ohio (1990), North Carolina (2009)

American Public Works Association

Transportation Research Board

American Society for Testing and Materials Committee E.17 – Subcommittee Chairman & Recording Secretary

Project Leadership Roles

Project Management Experience - Mr. Butler's pavement management project experience includes implementation projects of a varied scope and scale for numerous cities, counties, and states.

15 cities and 8 counties in Florida – Engineering Manager for the implementation of a pavement management system, video logging and GIS integration.

Hillsborough County, Florida – Project manager for the implementation of the Hansen pavement management system, data collection and analysis on over 3000 miles of County roads.

Utah, New York, Vermont and New Mexico DOT's – Technical and Quality Assurance Manager for the automated pavement distress data collection on state highways totaling 20,000 miles.

Addison IL; Lake Forest, IL; Boulder County, CO; Los Angeles County, CA – Project Engineer for pavement performance data collection and processing for a variety of software applications.

Columbus, OH – Engineering Manager for implementation of pavement management system, asset inventory systems, and GIS.

Bonner County, ID; Hampton, VA – Project Engineer for implementation of the GAB Master Series (Lucity) pavement management system.

Professional Work History

IMS Infrastructure Management Services
Novak, Dempsey & Associates, Inc.

Manager of Engineering Services & Sr. Project Manager, 1985-Present

Director of Engineering, 1983-1985

Field Inspector & Project Engineer, 1981-1983

Background

Mr. Sadowsky heads up the technology and operations side of IMS. His extensive work experience in the software development industry, as well as his history in working directly with pavement management companies, allows him to oversee projects ensuring that adequate and sufficient resources are applied. The unique expertise he brings from former positions gives him the ability to direct many aspects of IMS projects including pavement management, data management, and field surveys.

Mr. Sadowsky has been involved in projects for many government agencies. These projects have focused on the managing the infrastructure owned by these agencies. The common factor in all of these projects has been to effectively manage the assets owned by the agency, making sure they used efficiently for the benefit of the general public. In order to supply the best possible product, Mr. Sadowsky has worked with the end user, right up to the highest level of management to better understand the overall needs and requirements.

Education & Registrations

Honors Bachelor of Arts, 1979, Wilfrid Laurier, ON, Dale Carnegie – Personal Development

GITA (Formerly AM/FM International), Ontario Chapter
Canadian Information Systems Professions
American Council of Engineering Companies

Project Leadership Roles

Pavement and Asset Management Experience – Mr. Sadowsky has worked with many of the leading pavement and right of way asset management firms and a wide array of software systems. These projects have included performing feasibility studies and needs studies with large public agencies. The studies have led to the design, development and deployment of custom systems to meet the agencies' unique requirements.

Pavement Performance Data Collection & Data Management & Systems Support – Arapahoe County, CO; Ft Collins, CO; Scottsdale, AZ; Onondaga County, NY; Genesee County, NY; Boulder County, CO; Sandy, UT; Idaho, British Columbia, Alberta.

Asset Management, System Upgrade & Implementation, & Data Collection – Toronto, ON; Downey, CA; Lake County, IL; Lemon Grove, CA; Allegheny County, PA; Los Alamos County, NM; Port St. Lucie, Sanford and North Port, FL.

Software Development – participated in the development of market leading pavement management applications used by over 100 local agencies. These packages provide clients with “off the shelf” solutions for managing their road networks. The projects include the migration of existing systems, data integration and structure development for combining with other software tools, and the formulation of high-level analytical and reporting tools.

Professional Work History

IMS Infrastructure Management Services	Principal & Sr. Project Manager, 2004-Present
Sadowsky Consultants	Principal, 1999-2004
ITX Stanley (Stantec)	Senior Software Developer & Manager, 1990-1999
Federal Technical Surveys	Manager Support Systems 1987-1990
Muirhead Technologies and Mondecan	Software Developer, 1984-1987
Pavement Management Systems (Stantec)	Manager Support Systems, 1979-1984



Background

As a Project Engineer for IMS, Mr. Bratton is involved with both data collection and data analysis for pavement and asset management related projects. His primary responsibilities are data processing and analysis for multiple software formats such as PAVER and Cartegraph. He has extensive experience with mapping and drawing tools, such as AutoCAD and ESRI ArcGIS.

Throughout the field surveys, Dave works closely with the field crew and verifies that the data received from the field is both reliable and complete by consistently reviewing the data as it is being collected in the field. This insures that the data is collected in a timely manner and that the data is both a complete and accurate representation of the road network. Mr. Bratton insures that all data maintains integrity by extensively documenting and tracking all steps throughout the data processing task.

Although his primary responsibilities are in-office data processing and analysis, Dave has also had experience with the collection of automated pavement surface condition and right of way asset data collection in the field.

Education & Business Partnerships

Bachelor of Science, Civil Engineering, 2008, Bradley University

Registered Engineer Intern, Illinois

American Public Works Association

MicroPAVER Certified Trainer

AutoCAD; Cartegraph; ESRI

Project Leadership Roles

Sanford, FL – Dave provided daily monitoring of deflection field data, data processing/analysis and quality control of data formatted for the IMS PavementPRO software.

Highland Park & Aurora, IL – Dave provided data QA/QC/analysis and GIS linkage for these pavement management surveys with data input to IMS PavementPRO software.

Monroe County, FL - Dave processed the PCI for County's roadway network. This data was then incorporated into various reports submitted to the County for their Capital Planning and Forecasting program.

Lake County, IL – Dave linked the pavement data to the County's GIS database and verified the accuracy of the data extracted by IMS annually.

Port St. Lucie, FL – Dave reviewed and analyzed current pavement data and prepped the data for load to Lucity. Dave also verified imagery GIS linkage for load to Lucity as well.

Cambridge, ON – ArcGIS was utilized to link the digital images from the pavement survey to the City's GIS database.

Key West, FL – Dave has performed the project set up including preparation of GIS referenced maps and inventory for a pavement management updates. Responsibilities included daily monitoring of field data, data processing/analysis and quality control of data formatted for the PAVER software, and digital image extraction.

Professional Work History

IMS Infrastructure Management Services
McHenry County DOT

Project Engineer 2010-Present
Civil Engineer, 2009-2010



Background

With his background in infrastructure management, Mr. Barkman is capable of fulfilling numerous valuable roles as a Project Engineer. His job functions include: ASTM D6433 pavement distress ratings, processing of pavement distress data to produce pavement condition scores and results, management of city street networks and pavement scores in ArcMap GIS, and communication with clients.

As a Project Engineer at IMS, Roy has been integrated as a vital member of the IMS business process. Roy is responsible for the processing of vast amounts of pavement condition data that is utilized for the development of pavement management analysis, reports, and presentation to council members. Accordingly, Roy has also been a member of the field survey crew as a pavement condition rater. These technical skills combined with his first-hand knowledge of roadway design and pavement rating brings a unique professional perspective to the IMS team.

Office: Tempe, Arizona

Education & Qualifications

Bachelor of Science, Civil Engineering, 2010, Ohio Northern University

Registered P.E. in the State of Arizona

American Public Works Association

AutoCAD; Microsoft Office Suite

Lucity, PAVER, Deighton, StreetSaver, Cartegraph, Infor

Pavement Management Experience

Mr. Barkman's experience with pavement and asset management projects includes a varied degree of involvement, scope, and scale as detailed below.

Orange County Transportation Authority (OCTA) – Roy was a pavement distress inspector & rater for the OCTA prequalification surveys in 2012. He also ensured that the surveys were ASTM D6433 compliant.

Snohomish County, WA – Roy processed the inventory for over 500 miles of roadway. The data was utilized for upload to the County's Mobility software application.

Monterey, CA – Roy was a Project Engineer for this MTC StreetSaver project, which included data collection and training. Roy was a key point of contact for the City staff as well.

Yucaipa, CA – Roy completed his training with distress data collection methodologies on this project.

Lafayette, CO – This was a Cartegraph project that Roy completed the data processing for over 100 test miles. The processed data was used for a report and load into the application.

Federal Way, WA – Roy was involved with data collection and distress rating for this project. He completed the surveys following ASTM D6433 data collection protocols.

Professional Work History

IMS Infrastructure Management Services

Project Engineer, 2011-Present

Field Data Collection, 2010-2011

County of Holmes, Ohio Transportation Dept.

Transportation Engineer Intern, 2007-2009



Background

Mr. Hardt is the Manager of Client Services for the Eastern Region at IMS Infrastructure Management Services. As such he is responsible for ensuring quality data and services are provided to each project. Working closely with the IMS and client project teams, Don negotiates the project scope and then follows the project through to the final deliverables.

His career encompasses managerial, technical and business development positions in pavement management and geotechnical services. His areas of expertise focus on: pavement management; automated surface condition surveys; deflection surveys and analysis; right of way asset management surveys; and project management.

Mr. Hardt has managed a variety of pavement management projects throughout North America. Projects ranged in scope from parking lots to 3,000-mile roadway networks. He has worked closely with public agencies to assess their needs, identify funding alternatives, and assist staff utilization of the pavement management system. Mr. Hardt has developed acceptance testing ordinances for new subdivision streets.

Mr. Hardt has used his geotechnical background to manage private sector and specialty projects including parking lots, bridge decks, and airport and right-of-way studies.

Office: Rolling Meadows, Illinois

Education & Registrations

Bachelor of Science, Management, 1971, Bradley University

American Public Works Association

National Association of County Engineers

Project Leadership Roles

Pavement and Right of Way Asset Management Assignments - Project experience includes participating in the planning, management, training, data collection and implementation of systems for many public and private sector clients.

Florida Agencies: North Port, Sanford, Port St. Lucie, Seminole County, Key West, Monroe County, Hillsborough County, Palm Beach Gardens, Wellington, Palm Beach County, Hialeah, Coral Springs, Miramar, Orlando, Manatee County, Lee County, Fort Myers, Orange County & FDOT.

City of Columbus, OH - Services Manager for the implementation of a pavement management system involving a network of approximately 2,600 miles of street. The scope of services included Laser RST condition survey, deflection testing, environmental survey, digital video images, GIS integration, GPS referencing, software install, training, and expansion to Lucy software modules.

Seminole County, FL - Project Coordinator for the multi-phase pavement management and integrated ROW. asset management project for the County's 830-mile road network. Project included testing of roads, digital imaging GIS linkage, and ROW asset extraction for signs, guardrail, sidewalks, handrail and medians. Hurricane damage assessment and conversion of structural analysis from Dynaflect data to falling weight Deflectometer (FWD) data.

Professional Work History

IMS Infrastructure Management Services

Stantec Consultants

IMS Infrastructure Management Services, Inc.

Novak-Dempsey and Associates, Inc.

Manager of Client Services, Eastern Region, 1998-Present

Regional Manager, 1995-1998

V.P. and Director of Business Development, 1985-1995

Vice President, 1973-1985; Director of Field Operations, 1971-1973



Background

Mr. Shaeffer is a registered Civil Engineer that has specialized in the digital mapping, conversion and modeling of utility system for the past 17 years. The conversion of as-built drawing into a usable infrastructure management system suitable for modeling is an evolving technology and Engineering Mapping Solutions has been a leader in this field for many years and has mapped thousands of miles of municipal infrastructure and integrated dozens of engineering data models. In addition Mr. Shaeffer has assisted IMS in the integration of GIS and pavement analysis and asset collection and management on more 50 projects.

As a developer of industry leading mapping solutions, Mr. Shaeffer has provided innovative products and services that give confidence to IMS clients in a dynamic industry. Through his association with IMS Mr. Shaeffer has developed many methods and tools to streamline the use and integration of each client's GIS data with the pavement management system.

Education & Registrations

Bachelor of Science, Civil Engineering, 1985, Texas Tech University

Professional Engineer: Arizona, New Mexico, California

American Society of Civil Engineers

ESRI Business Partner

Autodesk Registered Developer

Project Leadership Roles

Pavement Management Experience – Project experience with IMS includes participating in the data collection, data analysis and implementation of systems for many public and private sector clients.

Municipalities: Anaheim, Berkeley, Downey, Fontana, Glendale, Yucaipa CA; Phoenix, Glendale, Goodyear, Scottsdale and Chandler, AZ; Grand Junction, Centennial, CO; Salt Lake City, UT; North Las Vegas, NV;.

Counties: Boulder County, Jefferson County CO; Los Alamos County, NM,

State/Provincial: New Mexico

Asset Management Assignments - Project experience includes participating in the data mapping, GIS integration, and implementation of the asset management systems.

New Mexico DOT, NM - 24,000 miles of roadway, right of way asset, GPS and geometrics data collection complete with digital images.

City of Glendale Arizona and Lancaster California, - agency wide pavement, right of way asset, GPS and digital image data collection.

Professional Work History

Engineering Mapping Solutions, Inc.
Boyle Engineering, Inc.

President, 1995-Present

Technical Director of Geographic Information, 1993-1994

Project Engineer, 1985-1993

C. PROJECT PROFILES

The following clients and projects are provided as references for IMS as a testament to our ability to provide quality pavement data collection services. IMS pavement management projects vary greatly in size and shape depending on each agency's unique needs and requests.

City of Port St. Lucie, FL

Contact: Heath Stocton, P.E., Transportation Engineer

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Cost: \$147,000.00

Phone: (772) 344-4239

Email: hstocton@cityofpsl.com

2015 Pavement Data Collection Project and Lucity Software Implementation

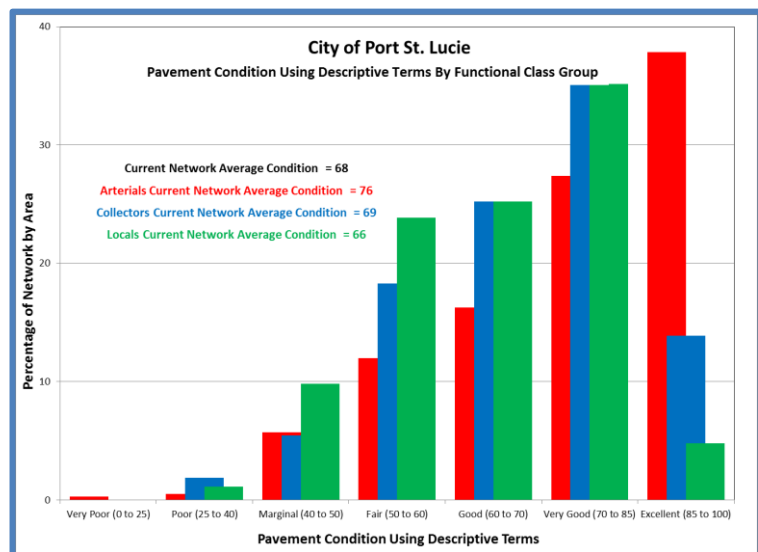
The City of Port St. Lucie is responsible for the maintenance and capital needs of approximately 890 miles of public roadways. As part of the City's proactive approach to corporate governance, IMS was awarded the project through a competitive solicitation to develop a robust pavement management program. For the 2015 project, IMS implemented the Lucity asset management software. Our engineering team developed the software's operating parameters for analysis, conducted field surveys, and developed a comprehensive 5-year pavement management plan. For this assignment collector and arterial streets received two pass testing, once in each direction of travel. Local, residential streets received a single direction pass.



While the City selected IMS in 2015 to implement a robust pavement management system, it certainly didn't happen overnight. IMS worked directly with the City of Port St. Lucie in an effort to evaluate the available pavement management applications and compare them against the City's long term needs. The result was the implementation of a robust enterprise application called Lucity.

The field surveys were conducted using the ASTM D6433 pavement distress protocols. IMS was able to maximize the use of the City's Lucity software through the use of pavement strength data that was utilized as a priority rating factor through the sum of load associated distresses (LAD). By using the sum of LAD, the IMS team was able to assign weak, moderate, or strong designations to each segment of road. If a road was displaying a low Load Factor, a thinner rehabilitation may be selected, thus saving resources that could be used on a roadway displaying a high Load Factor. Our team then optimized the City's Lucity software through the integration of "Cost of Deferral" in the software's selection of critical roadway candidates (roads close to dropping into a more expensive treatment category).

IMS surveyed 100% of the City of Port St. Lucie roadway network in an effort to identify each street's Pavement Condition Index (PCI) and prioritize a 5-year Capital Improvement Program. While the City's overall pavement condition index as of 2015 was a 68 (slightly above average) with the major roadways in very good shape while the locals have a greater backlog. The PCI distribution was reflective of relatively aged residential pavement surfaces and of a network that has had effective major road construction over time. As seen in the adjacent 2015 Port St.



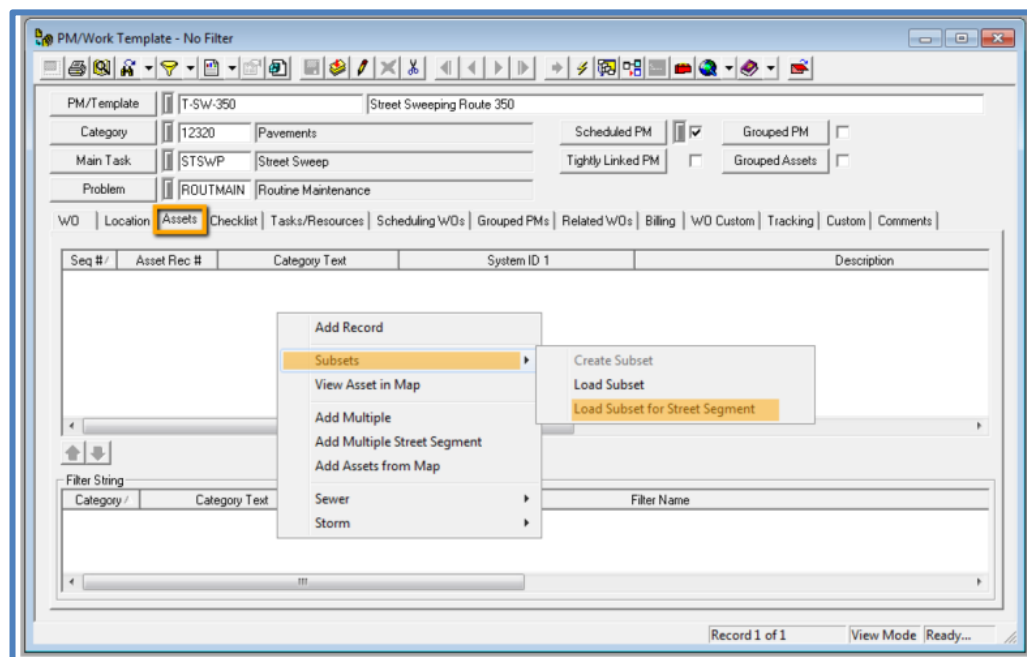
Lucie pavement distribution graph, the roadway network displays three atypical pavement condition characteristics when compared to other agencies of similar size.

The three variances of the distribution profile are:

1. Complementing the PCI score, the shape of the PCI distribution is skewed to the right. Typically we see a more uniform bell shape curve – with a peak centered in the 60 to 65 range.
2. The City has more streets than expected in the 75 plus range – this is a positive effect on the network and rehabilitation costs.
3. Conversely there are a very low number of streets in the 50 and below range (backlog).

Software Solution: Lucity Assets module, Software Needs Evaluation

Schedule: January 2015 to July 2015 & Planned for ROW Asset Inventory in 2017





City of North Port, FL

Contact: John Mills, Inspector / Engineer

Branford Adumuah (Now the Public Works Dir. at the City of Port Orange)

Address: 1100 N. Chamberlain Boulevard
North Port, FL 34286

Cost: \$112,000.00 (2012 update)

Phone: Mr. Mills: (941) 240-8066

Email: jmills@cityofnorthport.com

Mr. Adumuah: (386) 506-5575

badumuah@port-orange.org

Multiple Pavement Data Collection Projects and PavePRO Software Consulting Services

IMS has been the dedicated pavement management provider for North Port for over 10 years. During this time, our team has worked with City assigned project managers and personnel to collect and report objective and repeatable pavement performance data. Our dedication to technically correct data that meets the needs of the City of North Port staff has resulted in a long-term partnership between the City, multiple Project Managers, and the IMS team.

While IMS has collected objective pavement performance data in North Port for over a decade and a half, our team of professionals has also implemented the PavePRO Manager software for the management of their roadway network. No one understands the unique nuances of PavePRO better than IMS and our team is the only firm that can officially collect data for the software application.

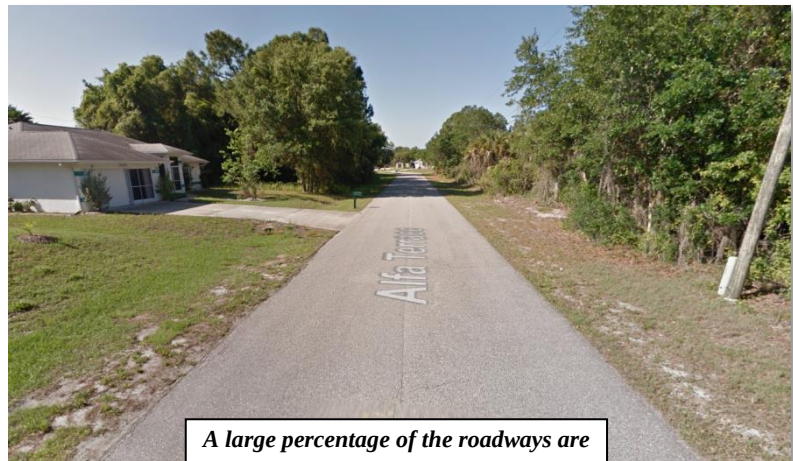
As with all long-standing IMS clients, we strive to maintain the continuity of the network referencing, section numbering schema, data collection protocols, and data processing tools. IMS displayed swiftness in our development of the PavePRO database formats.

North Port is responsible for the maintenance and capital needs of approximately 833 miles of roadway. As part of the City's proactive approach to maintaining their roadway network, IMS has provided quality data for loading into their pavement management module in a timely manner. IMS utilized the same distress identification protocols from previous assignments, an enhanced version of ASTM D64633, which is also supplemented with deflection data for subgrade analysis with a Dynaflect. IMS has successfully collected the data in 100-foot intervals for reporting purposes.

While IMS has been the City's dedicated pavement data collection firm for 10+ years, we have also been integral in the implementation of a unique network condition update program. Due to the City's large distribution of residential, low AADT roadways, IMS performs pavement distress surveys on select portions of the network. Various testing programs with the Laser RST, deflection testing on major roadways, special evaluations in rural underdeveloped areas, digital images, GIS linkage and special reports have been performed for the City.

Name	To	From	Length	Area	Condition	Notes
1011 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1012 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1013 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1014 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1015 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1016 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1017 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1018 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1019 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000
1020 ALBERT ST	ADAMS AV	CLINTON ST	500	20.0	1000	1000

In 2005, 2012 and again in 2013 the IMS Laser RST was utilized to collect pavement surface condition on select roadways in North Port. The data was then processed and formatted for loading into the City's PavementPRO software. IMS is very familiar with the City's current section numbering, section referencing, and required data collection protocols. IMS pavement data collection projects are all inclusive of surface distress



A large percentage of the roadways are suburban-rural and residential.

data collection, GPS surveys, roughness data collection, and the development of section level data. IMS collected HD video as a part of the internal QA/QC program and for delivery to the City. IMS captured the images at 25-foot intervals as defined by the City. IMS digital cameras collected the imagery at a resolution of 1920 x 1080p. All images were linked to GIS and delivered to the City in the form of a personal geodatabase

As the developer of PavementPRO, IMS maintained the continuity of approach by delivering an appropriate PavementPRO database format. The software operates in FoxPro and IMS retains the necessary tools to efficiently process compatible data.

The strength of the Laser RST platform lies in its ability to collect a wide range of asphalt and concrete distress data. Specifically for North Port, the data collection protocols must conform and maintain consistency for such a large network.

Software Solution: PavementPRO Manager (Lucity is their enterprise solution – option for future for PMP)

Schedule: 2005, 2012 & 2013 Updates & Planned for 2017 Update

Street Number	Starting Block Number	Street Name	From	To	Length (FT)	Width (FT)	Class	Surface Type	Curb	ADT (Single Directional)	Single Axle Trucks	Multi-Axle Trucks
0003	001	11TH ST	HIGHLAND AV	START BRIDGE	3,186	34.4	COL	AC	Y	5,000	1000	250
0004	001	11TH ST	START BRIDGE	END BRIDGE	230	37.4	COL	AC	Y	5,000	1000	250
0004	002	11TH ST	END BRIDGE	SC@177E VAL VISTA ST	974	36.1	COL	AC	Y	5,000	1000	250
0004	005	11TH ST	SC@177E VAL VISTA ST	MAIN ST	187	37.5	COL	PC	Y	5,000	1000	250
0032	001	5TH ST	I90	LINCOLN DR	2,297	53.6	COL	AC	Y	7,000	1400	350
0033	001	5TH ST	LINCOLN DR	RR@250W CROOK	1,994	43.9	COL	AC	Y	7,000	1400	350
0035	001	5TH ST	RR@250W CROOK	BROADWAY ST	184	46.3	COL	AC	Y	9,000	1800	450
0036	001	5TH ST	BROADWAY ST	SC@157W GOULD ST	439	43.4	COL	AC	Y	10,000	2000	500
0037	001	5TH ST	SC@157W GOULD ST	SC@190W MAIN ST	361	43.6	COL	PC	Y	10,000	2000	500
0037	003	5TH ST	SC@190W MAIN ST	START BRIDGE	742	44.3	COL	AC	Y	11,000	2200	550
0037	006	5TH ST	START BRIDGE	END BRIDGE	216	43.1	COL	AC	Y	11,000	2200	550
0037	007	5TH ST	END BRIDGE	HIGHLAND AV	3,411	47.2	COL	AC	Y	10,000	2000	500
0037	016	5TH ST	HIGHLAND AV	MYDLAND RD	4,066	58.0	COL	AC	Y	8,000	1600	400
0045	001	8TH ST	MAIN ST	SPAULDING ST	709	34.3	COL	AC	Y	2,000	400	100
0045	003	8TH ST	SPAULDING ST	MARION ST	495	33.2	COL	PC	Y	2,000	400	100
0045	004	8TH ST	MARION ST	START BRIDGE	66	33.0	COL	PC	Y	3,000	600	150
0045	005	8TH ST	START BRIDGE	END BRIDGE	102	41.0	COL	PC	Y	3,000	600	150
0045	006	8TH ST	END BRIDGE	OMARR AV	1,076	36.6	COL	AC	Y	3,000	600	150
0045	010	8TH ST	OMARR AV	BOWMAN AV	560	31.1	COL	AC	Y	2,000	400	100
0065	001	BIG HORN AV	COLLEGE AV	NEBRASKA ST	1,148	40.5	COL	AC	Y	7,000	1400	350
0065	004	BIG HORN AV	NEBRASKA ST	SC@190S ARAPAHOE ST	3,931	39.9	COL	AC	Y	7,000	1400	350
0065	015	BIG HORN AV	SC@190S ARAPAHOE ST	BRUNDAGE LN	1,526	43.7	COL	PC	Y	7,000	1400	350
0070	001	BROADWAY ST	GRINNELL AV	DOW ST	1,128	39.2	COL	PC	Y	6,000	1200	300
0070	004	BROADWAY ST	DOW ST	1ST ST	79	87.6	COL	PC	Y	6,000	1200	300
0070	005	BROADWAY ST	1ST ST	5TH ST	1,465	40.0	COL	PC	Y	6,000	1200	300
0074	005	BROOKS ST	BURKITT ST	DOW ST	2,611	39.8	COL	PC	Y	11,000	2200	550
009	001	BRUNDAGE LN	HWY ENTRY/RAMP	START BRIDGE	3,445	56.1	COL	AC	Y	11,000	2200	550
009	009	BRUNDAGE LN	START BRIDGE	END BRIDGE	194	50.8	COL	AC	Y	11,000	2200	550
010	001	BRUNDAGE LN	END BRIDGE	COLONIAL DR	1,362	49.5	COL	AC	Y	7,000	1400	350

City of Visalia, CA

Contact: Chris Crawford, P.E., Project Manager

Cost: \$287,578.00

Address: 707 W Acequia Ave
Visalia, CA 93291

Phone: (559) 713-4340

Email: chris.crawford@visalia.ca.us

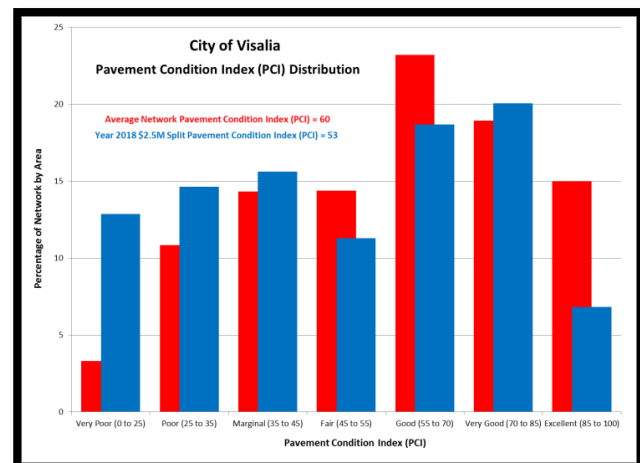
Pavement and Right-of-Way Asset Management System – Lucy

Visalia is responsible for the maintenance and capital needs of approximately 475 centerline miles of public roadways. As part of the City's proactive approach to corporate governance, the City has also implemented the Lucy software module for maintaining its pavement and assets. IMS performed a software evaluation and needs assessment for the City to ensure it met the requirements of City staff. As a part of the 2012 implementation project, IMS collected condition pavement condition data with the RST and inventories for various right-of-way assets including signs and ADA ramps.

IMS has been operating as the City's dedicated pavement & asset management consultant, and is preparing for a citywide update in 2017. The 2012 assignment was completed using the ASTM D6433 distress protocols, while also incorporating roughness per IRI and strength factors (load associated distress deducts). IMS also supplemented the pavement distress data the delivery of digital images at 25-foot intervals for viewing in GIS and Lucy.

All data was linked to a unique GIS ID as a means of graphically plotting the data within the City's GIS environment. The data was loaded to the Lucy streets and traffic module upon completion of processing. For the development of the ROW asset inventories, IMS spatially plotted each sign and ADA ramp in its real world location. IMS collected MUTCD attributes for the signs and supports in the public ROW. IMS plotted the ADA ramps and flagged ramps that were needed to be inspected for compliance. All ROW asset data was also loaded to Lucy for management and developing maintenance strategy.

IMS has surveyed 100% of the Visalia roadway network in an effort identify each street's Pavement Condition Index (PCI) and prioritize a multi-year Capital Improvement Program. The Lucy module is vital for the development of the City's maintenance and rehabilitation program. Due to the distribution and scale of the City's network, combined with their initial construction quality, it was imperative to have a solid pavement management program to prevent the backlog from increasing. The goal of the pavement management program is to maintain the good roads while placing less priority of the poor roads that are costly to repair and appropriate too much money from the general maintenance fund.



Software Solution: Lucy Implementation

Schedule: May 2012 to September 2013 & Planned for 2017 Update

City of Carlsbad, CA

Contact: Jon Schauble, P.E., Project Engineer

Cost: \$143,391.00

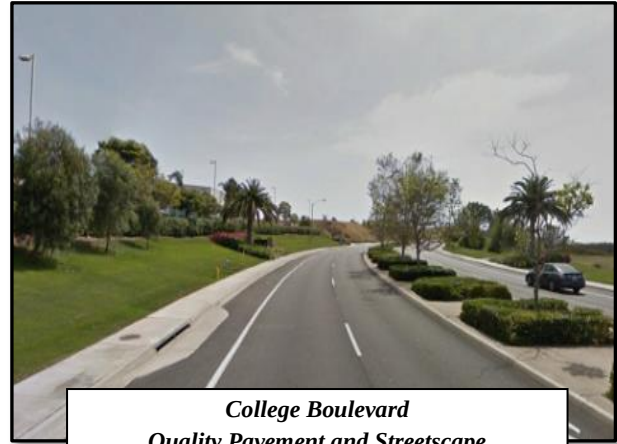
Address: 1635 Faraday Avenue
Carlsbad, CA 92008

Phone: (760) 602-2762

Email: jon.schauble@carlsbadca.gov

Multiple Pavement and Asset Data Collection Projects and Lucity Software Implementation

The City of Carlsbad is responsible for the maintenance and capital needs of approximately 350 centerline miles of public roadways. As part of the City's proactive approach to corporate governance, IMS and the City implemented the Lucity software as a robust pavement management tool. For the 2009 project, IMS developed the software's operating parameters for analysis, conducted field surveys, and developed a comprehensive 5-year pavement management plan. For each assignment, industrials, collectors, secondary arterials, and major arterials received two pass testing, once in each direction of travel.

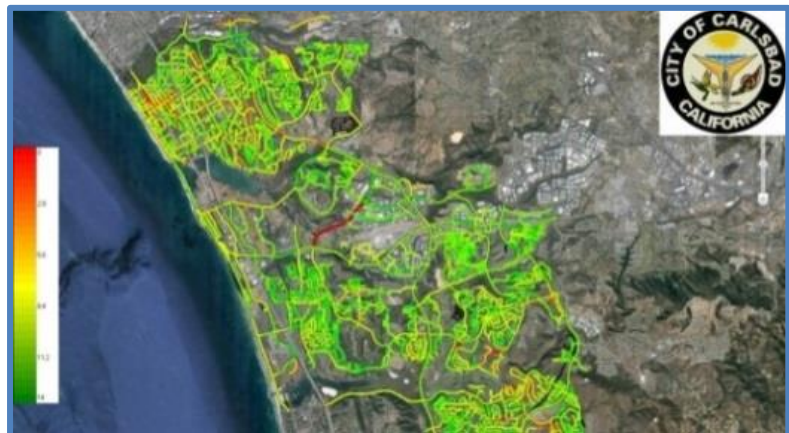


*College Boulevard
Quality Pavement and Streetscape*

Prime arterials received four passes, two in each direction of travel. The resulting survey mileage for the 2015 pavement management program update included 504 test miles.

While the City selected IMS in 2009 to implement a robust pavement management system, it certainly didn't happen overnight. IMS worked directly with the City of Carlsbad in an effort to evaluate the available pavement management applications and compare them against the City's long-term needs. The result was the implementation of a robust enterprise application called Lucity.

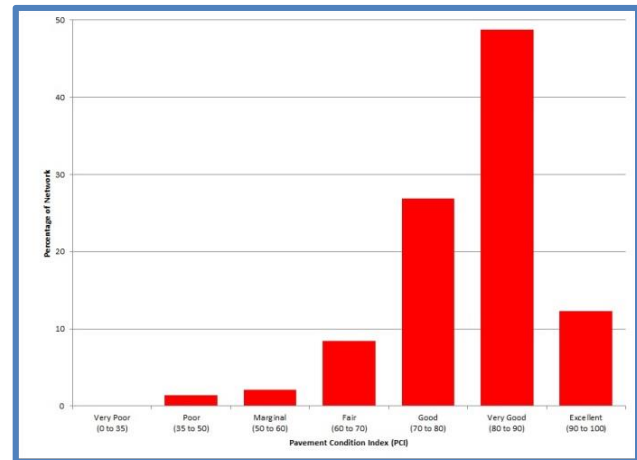
The 2009 surveys were conducted using the ASTM D6433-09 pavement distress protocols. In an effort to maintain the continuity of the historical database and inspection records, IMS adopted the very same pavement distress protocols for the 2015 assignment. In addition, new inspection data was loaded such that the historical data was not comprised while allowing the pavement analysis to run on the



current pavement performance data. IMS was able to maximize the use of the City's Lucity software through the use of pavement strength data that was utilized as a priority rating factor. By using the sum of load associated distresses, the IMS team was able to assign weak, moderate, or strong designations to

each segment of road. If a road was displaying a low Load Factor, a thinner rehabilitation may be selected, thus saving resources that could be used on a roadway displaying a high Load Factor. Our team then optimized the City's Lucity software through the integration of "Cost of Deferment" in the software's selection of critical roadway candidates (roads close to dropping into a more expensive treatment category).

IMS surveyed 100% of the City of Carlsbad roadway network in an effort identify each street's Pavement Condition Index (PCI) and prioritize a 5-year Capital Improvement Program. While the City's overall pavement condition index as of 2010 was an 81 (well above average) and a backlog of 4% (well below average), the PCI distribution was reflective of relatively young pavement surfaces and of a network that has had effective pavement maintenance over time. As seen in the adjacent 2010 Carlsbad pavement distribution graph, the roadway network displays three atypical pavement condition characteristics when compared to other agencies of similar size.

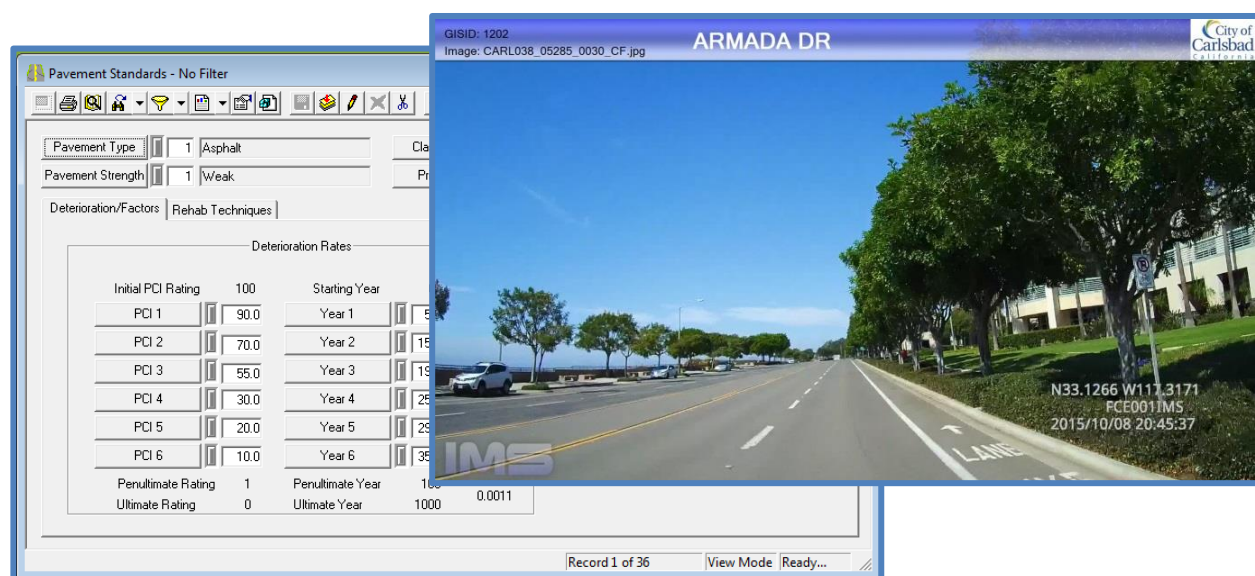


The three variances of the distribution profile are:

4. Complementing the PCI score, the shape of the PCI distribution is skewed to the right. Typically, we see a more uniform bell shape curve – with a peak centered in the 60 to 65 range.
5. The City has more streets than expected in the 80 plus range – this is a positive effect on the network and rehabilitation costs.
6. Conversely, there are a very low number of streets in the 50 and below range (backlog).

Software Solution: Lucity roads, Pavement Analysis, GIS Desktop, Software Needs Evaluation

Schedule: November 2009 to February 2011 & March 2015 to August 2016



D. ENGAGEMENT APPROACH & SCHEDULE

D.1 PROPOSED WORK PLAN

Over the course of implementing and collecting roadway and asset data for over 700 transportation and municipal agencies, IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS will use a series of **Task Activities** to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

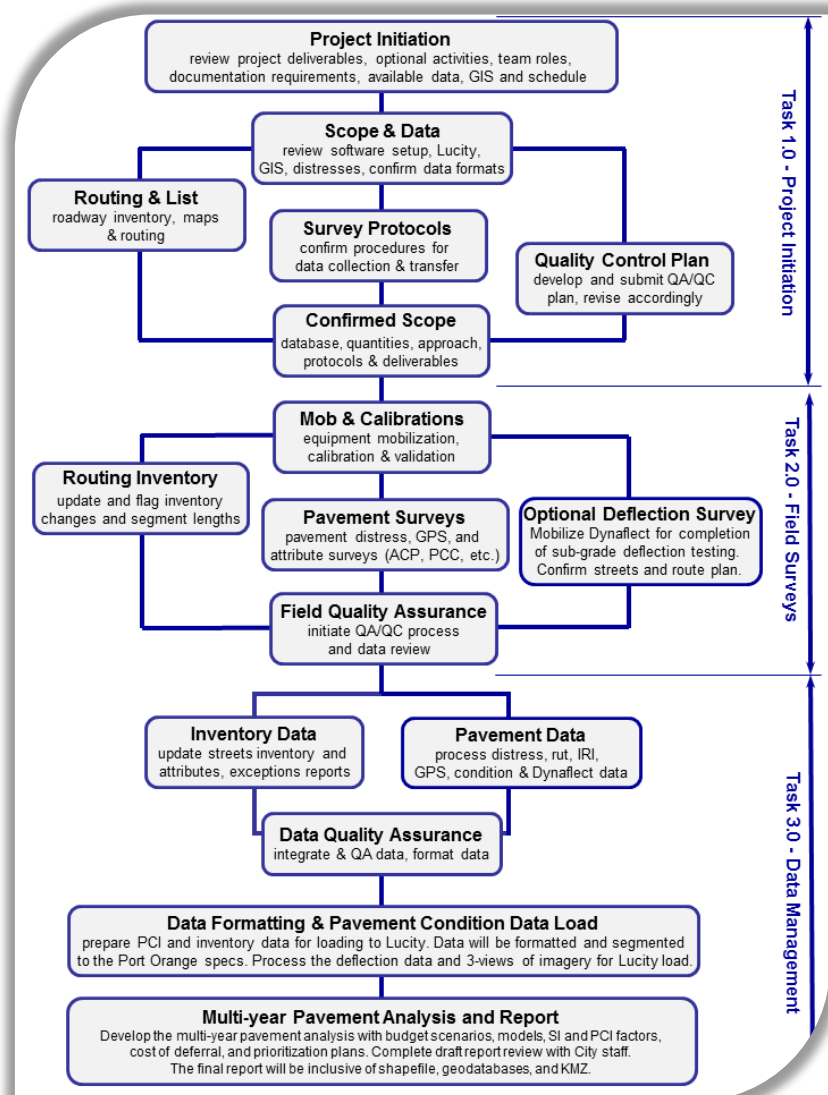
For this assignment, we have developed three tasks, each with numerous activities and deliverables within them. The three tasks are:

Project Initiation – this task will set the tone for the overall assignment, as well as document the scope, deliverables and formats.

Field Surveys – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys will also be used to undertake quality assurance activities that relate to network coverage, and image quality validation.

Data Management – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. This task will also complete the quality assurance and quality control, data processing, formatting, deflection data

analysis, Lucy data load, images load and the multi-year pavement analysis and report.





Task 1 - Project Initiation & Scope Review

This task will be used to set the working environment for the project and finalize the project scope and schedule. The task will also be used to allow the City of Port Orange team members to become more familiar with the IMS approach, data collection, QA processes and development of the 5-year analysis.

IMS will schedule a meeting with Port Orange staff to discuss the following task activities:

- Introduction of the project team, roles, and relationships. Confirm goals and objectives.
- Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation.
- Conduct an introductory information seminar with key project participants.
- Review existing Lucy software, level of implementation, and current configuration.
- Evaluate Lucy configuration and operating parameters.
- Develop and submit the quality management plan, review and edit the document accordingly.
- Review additional data elements to be collected and the proposed level of detail.
- Discuss and confirm protocols for data transfer, acceptance, and final formats.
- Confirm the angles of the required camera views; mount additional cameras if requested.
- Identify and confirm existing database quality.
- Confirm preferred delivery methodology for the City of Port Orange and deliverable format.
- Confirm roadways to be surveyed, as well as referencing, length and directional issues.
- Confirm notification of other departments, such as police, of the pending surveys.
- Work with City staff so they are comfortable with the overall project and data collection.

Deliverables: *Kick-off meeting & scope confirmation, Streets list and roadway inventory maps*

Task 2 - Field Surveys

The object of this task is to complete a field data collection program for acquiring representative pavement condition, inventory and attribute data, roadway imagery, and initiate the QA/QC process. This data will be used to populate the Port Orange GIS and Lucy.

Salient field survey task activities include:

- Mobilize the Laser RST. Complete calibration surveys and apply any corrective action to the units or survey protocols, set standards for on-going calibrations. RST will survey approximately 319 miles.
- Mobilize the Dynaflect for optional deflection testing on select street segments. Mileage TBD.
- Confirm camera angles for imagery deliverables.
- Coordinating, routing, and scheduling the data collection.
- Update Client on survey progress on a regular basis.

Roadway Attributes

- Route name, from – to description, test section length (and any variation from published values), direction & survey lane.



- Update the street inventory – include attributes such as pavement type, width, & length.
- Surface type (and any changes within a section) and date.
- Review survey and lane coverage based on the functional classes.
- Length – collect and confirm length via distance measurements and GPS coordinates.
- All distresses are rated as per ASTM D6433 protocols.
- Cracking – identify alligator, map, longitudinal, transverse, and edge cracking; divided/shattered slab, corner break, and joint spalling. Quantify them by extent and severity through the use of the laser camera array.
- Rutting – continuously measure the depth of wheel path rutting.
- Pavement distresses – distresses such as raveling, patching & potholes, bleeding, faulting, polished aggregate, scaling, and distortions. Each will be quantified by severity and extent.
- Macrotexture - texture measurements taken in the wheel paths permit the identification of aggregate loss, raveling, and flushing in bituminous pavements, and polishing and aggregate loss in concrete pavements.
- Roughness Survey – collect and calculate International Roughness Index at defined intervals.
- Enhanced understanding – roadway attributes such as drainage condition, asphalt height above lip of gutter, events, or many other customizable attributes can be configured.

HD Imagery Survey

- The RST will be mounted with up to 7-camera views for use in the IMS QA/QC program and for delivery to the City.
- The requested 3 camera views will be proofed out during the calibration phase to ensure adequate coverage.

Optional Deflection Surveys

- Based on the results from the surface distress surveys, mobilize a Dynaflect to perform deflection testing on select roadways in the City.
- Process the structural data into an index (SI) for incorporation into the PCI of the segment. This data will then be loaded to Lucity.

Deliverables: *Completion of network data collection effort*

Task 3 - Data Management

The main components to this task are assembly, processing, and verification of the network segmentation and pavement condition data for the development of a comprehensive analysis and report. This task will also complete the Lucity formatting for load and analysis purposes, as well as optional training.

Quality Control and Data Processing – the following data management functions will be completed:

- Completion of the project QA/QC program.
- Take the electronic, digital, and inventory data outputs from the RST and make them ready for processing (remove skips, repeats, invalid data etc. – we do not delete any data in the field).
- Update the streets inventory to add new streets. Ensure the link between all streets and GIS is correct. Provide an exceptions report of streets that do not link up.



- Take the electronic, digital, and inventory data outputs from the RST and make them ready for processing (remove skips, repeats, invalid data etc. – we do not delete any data in the field).
- Process the detailed and aggregated data to develop the condition scores on a section-by-section basis following the existing and updated street network definition.
- Make the data ready for delivery and uploading; complete the uploading and systems tests.

Lucity Software Configuration and Optimization – Import the pavement inventory, attributes, and distress quantities into the City's existing Lucity software by populating the Lucity Stret and Comm tables. After the data is loaded to Lucity, ensure the GIS linkage is operational and develop the final Personal Geodatabase of all roadway attributes, distress data, condition summaries, aggregated projects, and prioritized 5-year plan. If an alternative software application is selected IMS will lead the implementation, configuration, and training to ensure a turnkey pavement management system.

ROW Imagery Deliverables – IMS will process the video from the filed surveys to deliver images at 25' intervals. The image angles will include a front center, right angled (ROW front), and left rear. The images will be linked to GIS and the Lucity Assets Module.

Pavement Analysis & Report

After calculating the PCI score based upon the ASTM D6433 data collection protocols, begin a comprehensive analysis that will also incorporate roadway roughness (IRI) as well as roadway strength (completed using structural condition data or the sum of load associated distresses). Develop logical projects by aggregating multiple like-segments throughout the network and perform an optimized prioritization that assesses the cost of deferral for each identified project. The end deliverable is a prioritized 5-year plan that identifies appropriate roadway rehabilitation candidates. IMS will be sure to incorporate all City priorities as listed in the RFP scope in a hard-copy report.

- Develop pavement analysis operating parameters and performance curves.
- Develop homogenous projects by aggregating multiple blocks of similar condition.
- Develop prioritization, critical set points, and begin running analysis routines.
- Run multiple budget scenarios and deliver results of analysis to City staff.
- Optimize the 5-year plan through "cost of deferral" analysis routines.
- After selecting a target annual budget, develop the 5-year maintenance and rehabilitation plan.
- Summarize the analysis in a draft report for City review.
- Make modifications to draft reports based on client review.
- Finalize report and supply electronic files in PDF, KMZ, and shape file format.

Deliverables – Quantified surface distresses, rut, roughness, and PCI data delivered to City in Excel spreadsheets, geodatabases, and Google Earth KMZ files.

Load data to Lucity.

Digital Images (3 views)

Configure software with appropriate operating parameters.

Develop draft pavement management analysis for City review.

Draft and final rehabilitation reports

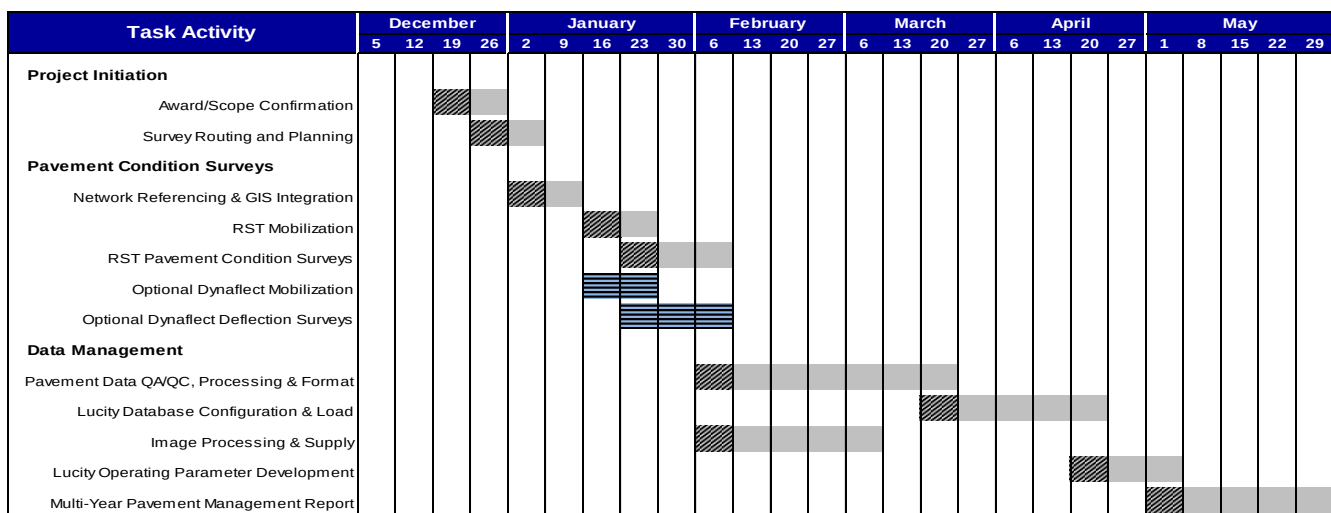


D.2 DETAILED PROJECT SCHEDULE

IMS has the available staff, equipment, and resources to manage a timely project for the City of Port Orange. Currently IMS has the survey capacity for approximately 3,500 miles/month, so completing the Port Orange surveys in a timely fashion is not an issue. Field surveys are expected to progress at a rate of 25 to 40 miles per day and are expected to proceed at 5 to 6 days per week depending on weather and statutory holidays. Elapsed time for the Port Orange RST field surveys is estimated at **2 weeks** for the pavement distress data collection. The optional deflection surveys with the Dynaflect will also take 1 to 2 weeks, depending on the number of street segments selected for testing. Post-processing will commence concurrently with the completion of the field surveys. The project schedule presented below is based on a notice-to-proceed during **December 2016**.

On all projects three rate-determining functions rise to the top as being critical in maintaining the proposed project schedule. In general, it is not the surveys that take the longest time, but rather handling the data that cause project schedules to slide. The three steps we wish to highlight, so they can be addressed by the city are:

- Finalizing the inventory and maps to be used for the field surveys. The delay in this step usually occurs in obtaining the maps or GIS topology, confirming the streets list and then validating the limits of the surveys.
- Review of the field data and exceptions reports delivered to the clients. As part of the QA/QC process, only quality data can pass through to the analysis. Thus, it is critical that once the data passes through the IMS QA/QC process, it be accepted and signed off by the city.
- Upon selection of the software, schedule the data management and training programs in advance. It is necessary to obtain feedback and acceptance of the final format and load.



D.3 QUALITY ASSURANCE PROGRAM

Ensuring consistent quality of pavement condition data is just as important as collecting the data. Each step in the data collection process (presented in the flow chart) has been designed as to require the data to pass a certain standard or validation before moving on to the next stage, or be returned to the source for correction.

Calibrations & Demo: All laser-camera arrays, DMI units, switch-input keys, GPS, and digital camera subsystems are calibrated prior to data collection, and then daily during the project.

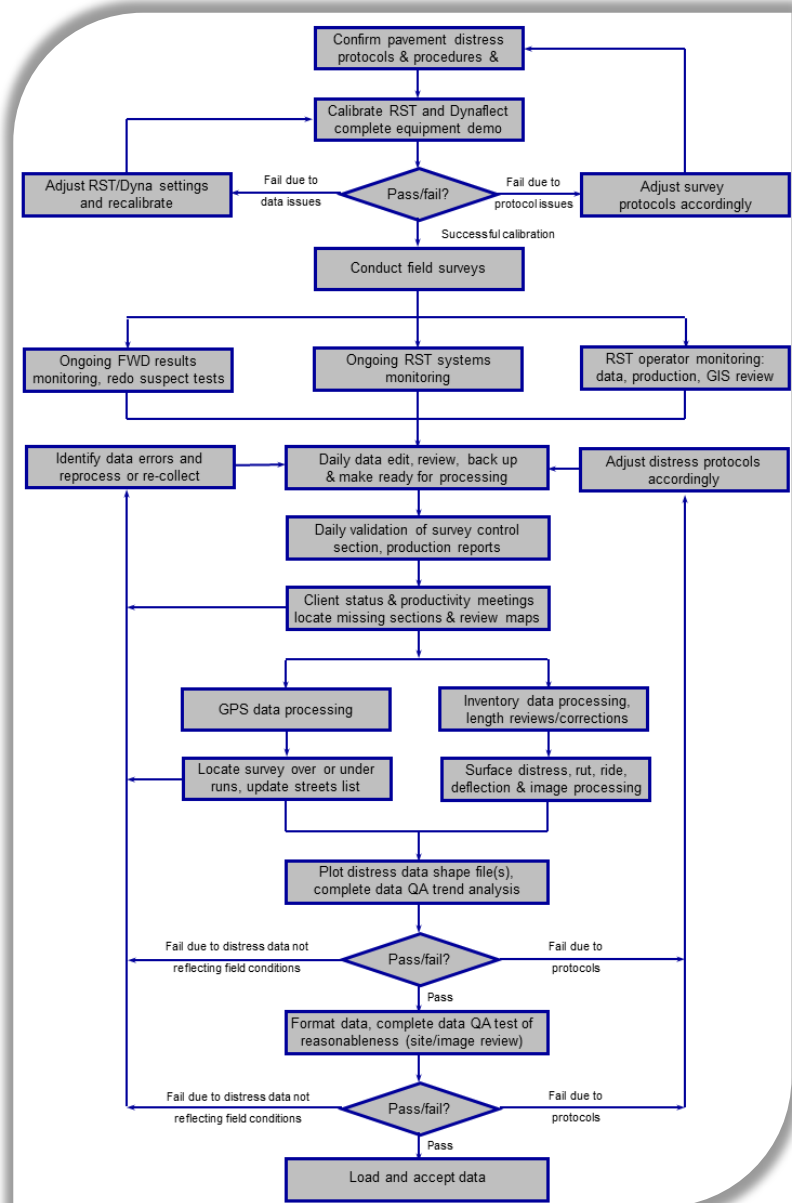
Daily Survey Control: Each day, selected roadway sections will be re-tested to confirm repeatability of the performance data.

Validations: Range limits and data validation routines are integrated in the on-board processors and post processing routines. Validation checking routines monitor “out of range” data, extraneous data, and missing data.

Inventory & GIS Review: All data is plotted and compared to the City’s GIS. This will identify new streets, missed streets, duplicates and non-city streets.

Length Reviews: All section lengths are compared against published values to identify survey under/over runs. Streets that are too long or too short will be noted in an exceptions list and presented to the client for review.

Test of Reasonableness: Process and compare RST data and high-definition image data at specified reporting interval. Compare individual distress and overall condition ratings. Identify non-compatible data locations and reprocess accordingly. Site visits to select sections will also be part of the test.





E. LICENSES & INSURANCE

Firm Registrations

Personnel Registrations

Insurance Compliance



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Ims Infrastructure Management Services Inc
1775 WINNETKA CIRCLE
ROLLING MEADOWS, IL 60008

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that

Ims Infrastructure Management Services Inc

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

Audit No: 228201701843



CA Lic. No:

7400

State of Florida

Department of State

I certify from the records of this office that IMS INFRASTRUCTURE MANAGEMENT SERVICES, LLC is an Arizona limited liability company authorized to transact business in the State of Florida, qualified on January 13, 2005.

The document number of this limited liability company is M05000000345.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on February 5, 2016, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of February, 2016*



Ken DeFina
Secretary of State

Tracking Number: CC9320832466

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



IMSINFR-01

ARACHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2016

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 American Insurance & Investment Corp. 6765 West Russell Rd Ste 150 Las Vegas, NV 89118	CONTACT NAME: April M. Rachel PHONE (A/C, No, Ext): (702) 877-1760 E-MAIL: april.rachel@american-ins.com ADDRESS: april.rachel@american-ins.com	FAX (A/C, No):
INSURED IMS Infrastructure Management Services, LLC 1820 W Drake Dr Ste 108 Tempe, AZ 85283	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Ind Co of America	25666
	INSURER B: Travelers Ind Company of Conn.	25682
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Travelers Cas Ins Co of Americ	19046
	INSURER E: Beazley Insurance Company Inc	37540
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BFPD/XCU ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		6808926L164	03/26/2016	03/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BA8923L36A	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP8666Y370	03/26/2016	03/26/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	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 ☒ Y N/A	UB4419T313	04/19/2016	04/19/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.		V15S1C161001	03/25/2016	03/25/2017	Each Claim 2,000,000
E	Claims Made/Rpt'd		V15S1C161001	03/25/2016	03/25/2017	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Retro: FULL PRIOR ACTS

Workers Compensation Coverage Excludes: Alan Sadowsky

PROOF OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

For Insurance Verification

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 (2014/01)

The ACORD name and logo are registered marks of ACORD







F. FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

IMS is willing to provide a financial statement to the City if requested.

IMS Infrastructure Management Services, LLC has not been involved with any litigation within the previous 5 years.

IMS Infrastructure Management Services, LLC does not have any debarment history.

IMS has not had a contract terminated by default or convenience.



G. CLIENT REFERENCES FOR SIMILAR PROJECTS

The following clients and projects are provided as references for IMS as a testament to our ability to provide quality pavement data collection services. IMS pavement management projects vary greatly in size and shape depending on each agency's unique needs and requests.

City of Port St. Lucie, FL (2015)

Contact: Heath Stocton, P.E., Transportation Engineer

Phone: (772) 344-4239 Email: hstocton@cityofpsl.com

City of North Port, FL (2005, 2012 & Planned for 2016-17)

Contact: John Mills, Inspector/Engineer

Phone: (941) 240-8066 Email: jmills@cityofnorthport.com

City of Sanford, FL (2004, 2008, 2010, 2013-14 & 2016)

Contact: Jeff Davis, Senior Inspector

Phone: (321) 377-9116 Email: jeff.davis@sanfordfl.gov



H. PROPOSED FEE

The provided Cost Proposal Form has been executed and is attached following this page.



ATTACHEMENT I - COST/FEE PROPOSAL
RFP # 17-05
ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION

(Include under Tab H of Proposal)

NAME OF BUSINESS:

IMS Infrastructure Management Services, LLC

CONTACT PERSON:

Don Hardt, Client Services Manager

EMAIL ADDRESS:

dhardt@ims-rst.com

AUTHORIZED SIGNATURE:

COST PROPOSAL		
LINE ITEM	PAVEMENT INVENTORY AND CONDITION EVALUATION OF APPROXIMATELY 319 MILES OF CITY MAINTAINED PUBLIC ROADS.	PROPOSED AMOUNT
TOTAL PROPOSED AMOUNT		\$ 79,890.00

This document must be completed and returned with your Submittal



I. REQUIRED DOCUMENTS

IMS has attached the following forms:

- 9.1 Proposal Submittal Checklist
- 9.2 Vendor Acknowledgement Forms
- 9.3 Addendum and Change Order Procedure Acknowledgement Forms
- 9.4 Drug Free Preference Statement
- 9.5 Sworn Statement on Public Entity Crimes
- 9.6 Affidavit of Anti-Collusion Form
- 9.7 Authorized Signatures/Negotiators
- 9.8 Local Business Affidavit of Eligibility – Not Executed or Applicable
- 9.9 Vendor Application and W-9 Form

Important Bond Note:

Please be aware that IMS has included a cashier's check covering 5% of the IMS proposal price. As this is not a bid, IMS cannot obtain a bid bond. As a professional services project, our Professional Liability insurance will cover IMS and the City of Port Orange.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor's Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ N/A Form 9.9 – Local Business Affidavit of Eligibility
- ☒ W-9 Form
- ☒ Attachment 1 – Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- ☒ Cost proposal (under Tab H)
- ☒ Bid Bond
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked "ORIGINAL", and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: IMS Infrastructure Management Services
Vendor


Authorized Signature

11 / 16 / 2016
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

IMS Infrastructure Management Services
NAME OF BUSINESS

1775 Winnetka Circle
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Rolling Meadows, IL 60008
CITY, STATE & ZIP CODE

Alan Sadowsky Member/Manager
NAME, TITLE, TYPED

(847)506-1500 (847)255-2938
TELEPHONE NUMBER / FAX NUMBER

20-0843083
FEDERAL IDENTIFICATION #

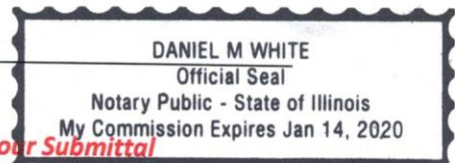
dhardt@ims-rst.com
E-MAIL ADDRESS

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before me this day of November 16, 2016 by Alan Sadowsky, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 1/14/2020

Daniel M. White
Notary Public



This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 11/21/2016 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

IMS Infrastructure Management Services
Name of Business
By: _____
Printed Name: Alan Sadowsky
Title: Member / Manager

STATE OF ILLINOIS
COUNTY OF COOK

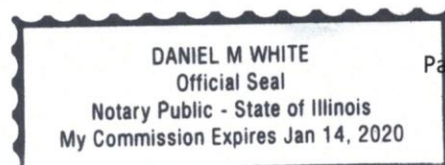
Sworn to (or affirmed) and subscribed before me this 16 day of November, 2016, by
Alan Sadowsky, as Member / Manager of
(NAME) (TITLE)
IMS Infrastructure Management Services and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Daniel M. White
Notary Public, State of ILLINOIS
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

IMS Infrastructure Management Services
Name of Business
By: _____
Printed Name: Alan Sadowsky
Title: Member / Manager

STATE OF ILLINOIS
COUNTY OF COOK

Sworn to (or affirmed) and subscribed before me this 16 day of November, 2016, by
Alan Sadowsky, as Member / Manager of
(NAME) (TITLE)
IMS Infrastructure Management Services and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Daniel M White
Notary Public, State of ILLINOIS

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

RFP # 17-05

DANIEL M WHITE
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 14, 2020

Page 58 of 84

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Alan Sadowsky, who, being by me first duly sworn, made the following statement:

1. The business address of IMS Infrastructure Management Services (name of Offeror or business) is 1775 Winnetka Circle, Rolling Meadows, IL 60008.
2. My relationship to IMS Infrastructure Management Services (name of Offeror or business) is Member / Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by N/A order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

IMS Infrastructure Management Services
Name of Business
By: [Signature]
Printed Name: Alan Sadowsky
Title: Member / Manager

STATE OF ILLINOIS
COUNTY OF COOK

Sworn to (or affirmed) and subscribed before me this 16 day of November, 2016, by Alan Sadowsky, as Member / Manager of IMS Infrastructure Management Services and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]
Notary Public, State of ILLINOIS

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: MS Infrastructure Management Services

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Alan Sadowsky

TITLE: Member / Manager

ADDRESS: 1775 Winnetka Circle

CITY: Rolling Meadows STATE: IL ZIP CODE: 60008

TELEPHONE: (847) 506-1500 FAX: (847) 255-2938

COMPLETION TIME: November 16, 2016

F.E.I.N. NUMBER: 20-0843083

NO Proposal may be withdrawn for a period of ninety (90) subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

(Authorized Signature)

Page 61 of 84

FORM 9.8 - VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Date: 11/16/2016

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: IMS Infrastructure Management Services

ADDRESS: 1775 Winnetka Circle

CITY: Rolling Meadows STATE: IL ZIP CODE: 60008

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: 1820 W. Drake Drive, Suite 104, Tempe, AZ 85283

TEL. # (including area code): (480) 839-4347 FAX. # (480) 839-4348

SIGNATURE PERSON FILING APPLICATION: Daniel M L

PRINTED NAME: Daniel White

TITLE: Client Services Manager

FEDERAL I.D. (F.E.I.N.) # 20-0843083

E-MAIL ADDRESS: dhardt@ims-rst.com
(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☐ Y ☒ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: N/A

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: Daniel M White

Printed/Types Name: Daniel White Title: Client Services Manager

Commodity/Services Pavement Data Collection

This document must be completed and returned with your Submittal

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

Form N/A

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: RFP #17-05

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: IMS Infrastructure Management Services

CONTACT PERSON/TITLE: Donald Hardt, Client Services Manager

MAILING ADDRESS: 1775 Winnetka Circle

CITY-STATE-ZIP: Rolling Meadows, IL 60008

Length of Time at Address Provided: 4 years

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

Form N/A

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

* IMS has provided a 5% performance check to the City.
As a professional services project, per RFP, our PL insurance will cover the project.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

W-9 Form

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)
IMS Infrastructure Management Services, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax
classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P** ☐ Exempt payee
☐ Other (see instructions)*

Address (number, street, and apt. or suite no.)
1020 W. Drake Drive, Suite 104

City, state, and ZIP code
Tempe, AZ 85283

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

2	0	-	0	8	4	3	0	8	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person **Dan M L** Date **11/16/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form Page 30 of 32W-9 (Rev. 1-2011)

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFP NUMBER: RFP-17-05
RFP TITLE: ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION
OPENING DATE/TIME: 11-29-17 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		IMS Infrastructure Management Services, LLC of Tempe, AZ	Transmap Corporation of Columbus, OH		
1	Form 9.1 Submittal Checklist	YES	YES		
2	Form 9.2 Proposer's Acknowledgment	YES	YES		
3	Form 9.3 Addendum & Change Order Acknowledgment	YES	YES		
4	Form 9.4 Drug Free Preference Statement	YES	YES		
5	Form 9.5 Statement on Public Entity Crimes	YES	YES		
6	Form 9.6 Affidavit of Anti-Collusion	YES	YES		
7	Form 9.7 Authorized Signatures/Negotiators	YES	YES		
8	Form 9.8 Vendor Application Form	YES	YES		
9	Form 9.9 Local Business Affidavit	NOT APPLICABLE	YES		
10	W-9 Form	YES	YES		
11	Attachement 1-Cost /Fee Proposal	YES	YES		
12	Bid Bond	YES	YES		
13	Copy of Insurance	YES	YES		
1 Original, 1 Digital Copy		YES	YES		
	Deemed Responsive?	YES	YES		

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell, Buyer



CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

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RFP NUMBER: RFP-17-05
RFP TITLE: ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION
OPENING DATE/TIME: 11-29-17 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")					
1	Form 9.1 Submittal Checklist				
2	Form 9.2 Proposer's Acknowledgment				
3	Form 9.3 Addendum & Change Order Acknowledgment				
4	Form 9.4 Drug Free Preference Statement				
5	Form 9.5 Statement on Public Entity Crimes				
6	Form 9.6 Affidavit of Anti-Collusion				
7	Form 9.7 Authorized Signatures/Negotiators				
8	Form 9.8 Vendor Application Form				
9	Form 9.9 Local Business Affidavit				
10	W-9 Form				
11	Attachement 1-Cost /Fee Proposal				
12	Bid Bond				
13	Copy of Insurance				
1 Original, 1 Digital Copy					
	Deemed Responsive?				



CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFP NUMBER: RFP-17-05
RFP TITLE: ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION
OPENING DATE/TIME: 11-29-17 AT 2:30 P.M.

		Response 9	Response 10	Response 11	Response 12
Submittal Required Forms (mark "yes" or "no")		Vendor	Vendor	Vendor	Vendor
1	Form 9.1 Submittal Checklist				
2	Form 9.2 Proposer's Acknowledgment				
3	Form 9.3 Addendum & Change Order Acknowledgment				
4	Form 9.4 Drug Free Preference Statement				
5	Form 9.5 Statement on Public Entity Crimes				
6	Form 9.6 Affidavit of Anti-Collusion				
7	Form 9.7 Authorized Signatures/Negotiators				
8	Form 9.8 Vendor Application Form				
9	Form 9.9 Local Business Affidavit				
10	W-9 Form				
11	Attachement 1-Cost /Fee Proposal				
12	Bid Bond				
13	Copy of Insurance				
1 Original, 1 Digital Copy					
	Deemed Responsive?				

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION

RFP #17-05



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent
Release Date: October 24, 2016

**Proposal Due Date and Time:
November 29, 2016 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718

purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP #17-05 ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION

Notice is hereby given that the City of Port Orange is soliciting proposals for **ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION**. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on November 29, 2016** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

A Bid Guarantee in the form of a Bid Bond executed by the Vendor and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: The City is soliciting competitive sealed proposals from Firms or Companies (Vendors) for the provision of Pavement inventory and condition evaluation of approximately 319 miles of City maintained public roads. Data from evaluation will be loaded into an existing computer pavement management system and used to plan, schedule, and carry out long-term preventive maintenance and rehabilitation of roads as described herein.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFP #17-05 ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION" in the subject line. Last day for questions will be **November 14, 2016 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Upon award, the successful Vendor will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

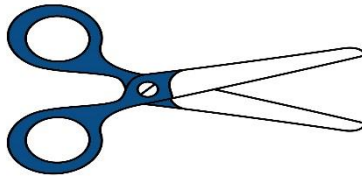
No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #17-05 ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION."**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – October 24, 2016

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	RFP #17-05 _____
PROPOSAL TITLE:	RFP #17-05 ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION _____
DUE DATE/TIME:	November 29, 2016 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of Pavement inventory and condition evaluation of approximately 319 miles of City maintained public roads. Data from evaluation will be loaded into an existing computer pavement management system and used to plan, schedule, and carry out long-term preventive maintenance and rehabilitation of roads as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: October 24, 2016
Deadline for Questions: November 14, 2016 by 5:00 P.M.
Final Addendum Posting: November 21, 2016
Proposals Due: November, 29 2016 by 2:30 P.M.
Evaluation Committee Meeting 10:00 A.M. December 13, 2016
Shortlisted Firms Presentations/Discussions (if required) To Be Determined
City Council Meeting for Approval of Recommendation of Award To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP # 17-05 and ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION in the subject line." All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as “Active”.

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the

appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Proposal Submittal and Requirements section may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City is soliciting competitive sealed proposals from Firms or Companies (Vendors) for the provision of Pavement inventory and condition evaluation of approximately 319 miles of City maintained public roads. Data from evaluation will be loaded into an existing computer pavement management system and used to plan, schedule, and carry out long-term preventive maintenance and rehabilitation of roads as described herein.

SCOPE OF SERVICES:

Services will include the following:

- It is the Consultants responsibility to be familiar with these specifications and any guidelines provided and to follow them in preparation of this data collection for this effort.
- While a specific collection methodology is not being dictated, it is assumed the successful vendor will present a mobile data collection methodology. In addition, it is further assumed that the successful vendor will present as minimum, a semi -automated means of extracting features from the collected field data. Finally, it is assumed that the successful vendor will present a field data collection methodology that minimizes the number of mobilizations /demobilizations and /or passes in an effort to streamline the process. Further it is required that the vendor demonstrate that their methodology will allow the City to collect other asset inventories including trees, sidewalks, curb cuts, pavement striping, signs, overhead clearance, traffic lights and others.
- The respondent will conduct an inventory and condition evaluation of approximately 319 miles of City maintained public roads.
- Respondent shall use industry standard methods.
- Respondent shall conduct single direction testing on two lane streets and two directional testing on divided streets, arterials, and collector roads.
- Respondent shall evaluate surface and/or subsurface conditions continuously over the entire length of the test section at intervals and not based on sample sections.

The actual evaluations should include the following:

- A proposed schedule of work and the services provide by the Respondent.
- A continuous and objective automated surface condition survey that includes a crack survey, macro texture survey, rut depth measurement and roughness survey.

- Equipment used shall provide a high degree of repeatability. Documentation of the accuracy and repeatability may be required.
- Analysis of traffic data provided by the City and the conducting of additional counts on roadways in such a way that the pavement life expectancy is determined.
- Network referencing and GIS linkage.
- Data management that includes:
Processing, digital images (3 views @25' intervals), Pavement Condition Data Load into the City's existing pavement management software program.

Develop a pavement management plan that includes the following:

- Pavement Inventory: All paved roads City has the responsibility to maintain and repair.
- Pavement condition: Identify the current condition and projected future performance for the next twenty years. Identify the condition of the base and subgrade and identify the existing and potential causes of pavement failure. Include any alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and traverse cracking, patching and utility cuts, potholes, rutting, weathering, and raveling.
- Pavement Improvement Strategies: Rehabilitative strategies should not be limited to overlays.
- Cost Benefit Analysis.
- Priority Listing: Combine both pavement and traffic conditions to establish user-benefit.
- The Pavement Management Plan shall use the above data to develop a twenty-year recommendation indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.
- Respondent will recommend tools for staff to utilize to keep the pavement management plan current and operational (software, etc.)
- The respondent will present findings to the City.

Qualification/Experience requirements:

The Respondent must submit qualification/experience.

Respondents must demonstrate the following:

- Include a brief resume of your firm's background and expertise in the area of pavement evaluation and management programs. The resume shall also include names, special qualifications, and work assignments of your project staff; include any references to former clients for whom similar work has been performed.
- Described in detail your perception of the work required, including refinements of the description and the tasks outlined herein which you think appropriate. Describe how your personnel, equipment, and services will be utilized and estimate their involvement in various activities.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

- Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust 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 Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

15. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

16. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

17. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

18. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;

- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

19. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

20. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

21. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

22. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

23. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

24. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

25. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such

order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee

of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

35. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing

Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense

arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of

knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) 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 order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided 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.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was

amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

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 unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years

after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to

commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract

award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest

overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the date of award and continue for 365 days. Substantial Completion will be 90 days with Final completion being 266 days.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP the Vendors must have a minimum of Five (5) years' working experience with the services described in this RFP.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- Provide a statement of the firm's qualifications, ability, and capacity to meet the needs of the City of Port Orange and perform the scope of work identified in this RFP. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.
- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices that correspond with the scope of work identified in this RFP.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Firm names (if sub-consultants are involved); and
 - Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects similar to that described by this RFSQ; and
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects):

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB D – ENGAGEMENT APPROACH AND SCHEDULE:

- State your firm's plans and approach for providing the goods and services outlined in this RFP.
- Provide a detailed schedule showing the overall duration and timeline required for each component of the engagement as outlined in this RFP.
- The information presented shall be in enough detail to enable the City to ascertain the Vendor understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

TAB E – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB F – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS:

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFP. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**
- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

- Below is a sample of the verification questions that may be used:
 1. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Vendor manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Vendor?

TAB H – PROPOSED FEE:

- Attachment 1 – Cost/Fee Proposal Form must be submitted with your proposal under Tab H.

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN PROPOSALS

CATEGORY SCORE

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 45 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)(15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) Experience with Related Scope of Work Required with this RFP (15 points)

- 8-15 points – 3 or more directly related projects
- 4-7 points – 1 to 2 directly related projects
- 1-3 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH of PROPOSAL: APPROACH and SCHEDULE: (Max 30 points outlined below)

(1) Clarity/Completeness of Proposal..... (10 points)

- 8-10 points – Proposal is exceptionally well written and clearly addresses all issues outlined in the RFP
- 4-7 points – Proposal is understandable and addresses most of the specific issues outlined in the RFP
- 1-3 points – Proposal is somewhat understandable and addresses some of the issues outlined in the RFP
- 0 points – Proposal does not address issues outlined in the RFP

(2) Understanding of Scope of Services (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope and goals of the project
- 4-7 points – Understands the scope and goals of the project
- 1-3 points – Has some understanding of the scope requirements and goals of the project
- 0 points – Has no solid or working understanding of the scope of services or goals of the project

(3) Quality of Innovative Solutions and Project Approach (10 points)

- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
- 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
- 1-3 points – Innovative solutions and project approach is addressed but poorly organized
- 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

C. LICENSES/INSURANCE: (5 points)

- 5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFP.
- 3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFP.
- 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFP.
- 0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFP

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 5 points)

(1) Litigation and Debarment History..... (5 points)

- 5 points – No Litigation nor Debarment history in last 5 years.
- 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken.
- 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current litigation and/or debarment actions.
- 0 points – Current Litigation action and/or Debarment action in current year.

E. REFERENCES: (Max 5 points overall)

(1) A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years that can be verified..... (5 points)

F. PROPOSED FEES: COST /FEE PROSAL FORM (Max 10 points)

Cost for Requested Services (5 Points)

Overall Value/Benefit to City..... (5 points)

Total Maximum Points (100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- Port Orange Business eight percent of available points (8 points)
- Volusia County Business five percent of available points (5 points)
- Florida Business three percent of available points (3 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations **will not be open** to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA for ORAL PRESENTATIONS</u>	<u>CATEGORY SCORE</u>
A. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)	
(1) <i>Company History, Qualifications, Ability, and Capacity (Key Principal).....</i>	(20 points)
(2) <i>Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)</i>	(20 points)
(3) <i>Experience with Related Scope of Work Required with this RFSQ.....</i>	(20 points)
B. <u>STRENGTH of PROPOSAL AND PRESENTATION:</u> (Max 40 points outlined below)	
(1) <i>Understanding of Scope of Services</i>	(20 points)
(2) <i>Quality of Innovative Solutions and Project Approach</i>	(20 points)
Total Maximum Points	(100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Authorized Signatures/Negotiators
- _____ Form 9.8 – Vendor Application Form
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ W-9 Form
- _____ Attachment 1 – Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- _____ Cost proposal (under Tab H)
- _____ Bid Bond
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____, as _____ of _____

(NAME)

(TITLE)

_____, and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)*

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		-								
--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – COST/FEE PROPOSAL (TO BE INSERTED UNDER TAB H)

(insert sample of Cost/Fee Proposal Form to be used – fillable-locked excel spreadsheet will be uploaded to DemandStar along with RFP document)

This document must be completed and returned with your Submittal



**ATTACHEMENT I - COST/FEE PROPOSAL
RFP # 17-05
ROAD PAVEMENT INVENTORY AND CONDITION EVALUATION**

(Include under Tab H of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

COST PROPOSAL		
LINE ITEM	PAVEMENT INVENTORY AND CONDITION EVALUATION OF APPROXIMATELY 319 MILES OF CITY MAINTAINED PUBLIC ROADS.	PROPOSED AMOUNT
TOTAL PROPOSED AMOUNT		\$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
 - (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
5. Termination for Convenience of the City
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
 - (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - (c) Upon receipt of such Notice, the Contractor shall:
 - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange, and
 - (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.
 - (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
 - (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
 - (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (Including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured ALMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B7c) Contract award to Sunshine State Officials Inc.

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the contract award to Sunshine State Officials Inc. and authorize the Mayor and City Clerk to execute the associated documents. Also authorize the City Manager to execute future extensions provided council approves the expenditures in the annual operating budget.

SUMMARY: On January 20, 2017 one proposal was received to provide services for umpire, scorekeeper and officials for youth and adult athletic leagues. Three vendors attended the mandatory pre bid but only Sunshine State Officials Association, Inc. submitted a proposal. The selection committee met on January 23, 2017 to discuss and rank this vendor. References were checked and staff has personal knowledge of this vendor and the committee agreed to recommend entering into a two (2) year contract with the option of one additional two (2) year extension with a CPI increase. The annual contract is not to exceed \$75,795 annually provided that the budget is approved by council annually. Staff recommends approval.

Project No.: n/a Funding Account No.: 001-5200-579-3414

ATTACHMENTS:

1.	Bid Tab	2017RFP 17-19 Tabulation Sheet (01.20.17).pdf
2.	SSOA Response	2017 Sunshine State Official Response - Redacted.pdf
3.	RFP 17-19	RFP 17-19 Umpires Scorekeepers - revised.pdf
4.	Intent to award	RFP 17-19 Intent to Award (01-25-17).pdf
5.	Standard Contract for Services	SSOA Standard Contract for Services.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Matthew Jones

Created/Initiated - 01/25/2017
Approved - 01/25/2017
Approved - 02/07/2017
Approved - 02/08/2017

Jake Johansson
Robin Fenwick

Approved - 02/08/2017
Final Approval - 02/08/2017



CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFP NUMBER: RFP-17-19
RFP TITLE: UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS
OPENING DATE/TIME: January 20, 2017 @ 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Sunshine State Officials Association, Inc. of Daytona Beach Florida			
1	Form 9.1 Submittal Checklist	YES			
2	Form 9.2 Vendors Acknowledgment	YES			
3	Form 9.3 Addendum & Change Order Form	YES			
4	Form 9.4 Drug Free Preference Statement	YES			
5	Form 9.5 Statement on Public Entity Crimes	YES			
6	Form 9.6 Affidavit of Anti-Collusion	YES			
7	Form 9.7 Authorized Signatures/Negotiators	YES			
8	Form 9.8 Vendor Information Form & W-9	YES			
9	Form 9.9 Local Business Affidavit	YES			
10	Cost Proposal H	YES			
11	Copy of Insurance	YES			
1 Original, 1 Digital Copy		Digital Copy Not Received			
	Deemed Responsive?	Yes			

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell, Buyer

Proposal for Sports Officials, Umpires and Score Keepers

Sunshine State Officials Association, Inc.

Shawn Wolgemuth, President

197 Surf Scooter Drive

Daytona Beach, FL 32119

386-566-9171

January 18, 2017

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3. References	Page 5
4. Detailed fee proposal	Page 6,7
5. Insurance Certificate	Page 8
6. Sunbiz Document	Page 9

Transmittal Letter

January 18, 2017

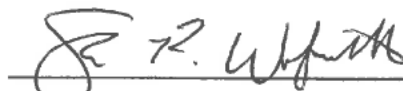
To Whom It May Concern:

Sunshine State Officials Association, Inc. (SSOA) is submitting a proposal to supply the City of Port Orange Recreation Department with qualified officials and score keepers for all internal sports programming for the time period of January 7, 2017 through January 7, 2019. SSOA is committed to performing the work during this time period and to meet the requirements as set forth by the City of Port Orange.

SSOA believes that it is the best company to provide these services based on the fact that we are currently providing quality services to the City of Port Orange. SSOA has access to more than 150 local officials and is involved in ongoing evaluation, training and certification of these officials. SSOA is also providing quality officiating services to several other local city recreation organizations.

This is a firm and irrevocable offer for the above specified time period.

SSOA is a local firm located at 197 Surf Scooter Drive in Daytona Beach. Shawn Wolgemuth is the President of SSOA and has been involved in local recreational sports for more than 35 years at all levels as a player, coach and official. His officiating experience ranges from recreational level to the professional level. David Wolgemuth is the Vice President of SSOA and has been involved with local recreational sports for more than 45 years as a player, coach and official. His officiating experience ranges from recreational level to the collegiate level.



Shawn R. Wolgemuth, President
Sunshine State Officials Association, Inc.



David R. Wolgemuth, Vice President
Sunshine State Officials Association, Inc.

General Requirements

Independence

Sunshine State Officiates Association, Inc. has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner with the performance of the services proposed. No contractor will be employed that has such an interest. To the best of our knowledge, there is no officer or employee of the City of Port Orange that has a financial interest in this agreement. It is also agreed that all employees or subcontractors performing services under this agreement are considered at all times to be independent contractors and not agents of the City of Port Orange.

Conflict of Interest

Sunshine State Officiates Association, Inc. supplies officials to several local recreation departments for multiple sports. The officials are certified by various organizations including but not limited, to AAU, USSSA, NSA, ISA ASA, FHSAA, NFHS, NAIA and NCAA. SSOA performs ongoing evaluations, training, clinics and certifications of all officials.

References

1. City of New Smyrna Beach

Contact: David Ray, Sports Complex Manager
dray@cityofnsb.com
386-424-2271

2. City of South Daytona

Contact: Norm Yelverton, Athletic Coordinator
nyelverton@southdaytona.org
386-566-2957

3. City of Ormond Beach

Contact: Gerry Pitchford, Athletic Supervisor
pitchford@ormondbeach.org
386-676-3280

4. City of Deland

Contact: Chad Rhodes, Recreation Manager
rhodesc@deland.org
386-626-7280



**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
PROPOSAL FORM**

**CITY OF PORT ORANGE
UMPIRES & SCOREKEEPERS**

RFP # 17-19 REVISED PER ADDENDUM NO. 1

Completed Attachment 1 Proposal form **MUST** be included with RFP Submission

Instruction to save Attachment from website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

Sunshine State Officials Association, Inc.

CONTACT PERSON:

Shawn Wolgemuth

EMAIL ADDRESS:

ssosashawn@aol.com

AUTHORIZED SIGNATURE:

Shawn Wolgemuth

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
YOUTH SPORTS OFFICIALS			
Fall Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ 32.00	\$ 2,464.00
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ 64.00	\$ 2,240.00
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ 68.00	\$ 2,244.00
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ 74.00	\$ 1,480.00
Fall Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ 32.00	\$ 672.00
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
Spring Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ 32.00	\$ 2,464.00
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ 64.00	\$ 2,240.00
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ 68.00	\$ 2,244.00
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ 74.00	\$ 1,480.00
Spring Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ 32.00	\$ 672.00
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
Volleyball			
9U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
12U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
14U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
16U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
Basketball			
10U boys 54 X 2 Referees (4 - 8 minute quarters)	54	\$ 54.00	\$ 2,916.00
10U girls 17 X 2 Referees (4 - 8 minute quarters)	17	\$ 54.00	\$ 918.00
13U Boys 65 X 2 Referees (4 - 9 minute quarters)	65	\$ 58.00	\$ 3,770.00
13U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ 58.00	\$ 986.00
16U boys 29 X 2 Referees (4 - 9 minute quarters)	29	\$ 58.00	\$ 1,682.00
16U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ 58.00	\$ 986.00

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
Soccer			
U8 co-ed 43 X 2 referees (4 – 8 minute quarters)	43	\$ 44.00	\$ 1,892.00
U10 co-ed 47 X 2 referees (4 – 8 minute quarters)	47	\$ 44.00	\$ 2,068.00
U13 boys 19 X 2 referees (2 – 20 minute halves)	19	\$ 48.00	\$ 912.00
U13 girls 16 X 2 referees (2 – 20 minute halves)	16	\$ 48.00	\$ 768.00
U16 boys 16 X 2 referees (2 – 20 minute halves)	16	\$ 48.00	\$ 768.00
U16 girls 16 X 2 referees (2 – 20 minute halves)	16	\$ 48.00	\$ 768.00
SCOREKEEPERS			
Fall Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ 12.50	\$ 962.50
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ 12.50	\$ 437.50
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ 14.50	\$ 478.50
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ 16.50	\$ 330.00
Fall Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ 12.50	\$ 150.00
Spring Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ 12.50	\$ 962.50
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ 12.50	\$ 437.50
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ 14.50	\$ 478.50
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ 16.50	\$ 330.00
Spring Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ 12.50	\$ 150.00
Basketball Scorekeepers			
10U boys 54 X 1 scorekeeper (4 – 8 minute quarters)	54	\$ 12.50	\$ 675.00
10U girls 17 X 1 scorekeeper (4 – 8 minute quarters)	17	\$ 12.50	\$ 212.50
13U Boys 65 X 1 scorekeeper (4 – 9 minute quarters)	65	\$ 12.50	\$ 812.50
13U girls 17 X 1 scorekeeper (4 – 9 minute quarters)	17	\$ 12.50	\$ 212.50
16U boys 29 X 1 scorekeeper (4 – 9 minute quarters)	29	\$ 12.50	\$ 362.50
16U girls 17 X 1 scorekeeper (4 – 9 minute quarters)	17	\$ 12.50	\$ 212.50
ADULT SPORTS			
Women Softball (2 seasons)			
26 X 1 umpire (One hour and 15 minute games)	26	\$ 36.00	\$ 936.00
26 X 1 Scorekeeper (One hour and 15 minute games)	26	\$ 12.50	\$ 325.00
Men's softball (2 seasons)			
97 X 1 umpire (One hour and 15 minute games)	97	\$ 36.00	\$ 3,492.00
97 X 1 scorekeeper (One hour and 15 minute games)	97	\$ 12.50	\$ 1,212.50
Co-ed softball (2 seasons)			
74 X 1 umpire (One hour and 15 minute games)	74	\$ 36.00	\$ 2,664.00
74 X 1 scorekeeper (One hour and 15 minute games)	74	\$ 12.50	\$ 925.00
Co-ed Soccer (2 seasons)			
48 X 1 referee (2 – 20 minute halves)	48	\$ 36.00	\$ 1,728.00
Women Soccer (2 seasons)			
27 X 1 referee (2 - 20 minute halves)	27	\$ 36.00	\$ 972.00
Co-ed Kickball (2 seasons)			
76 X 1 referee (One hour and 15 minute games)	76	\$ 36.00	\$ 2,736.00
TOTAL BASE BID			\$ 70,388.00
NAME OF BUSINESS: Sunshine State Officials Association, Inc.			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2016

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
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | **FAX (A/C, No):** 803-256-4017
E-MAIL ADDRESS: amateours@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
Sunshine State Officials Association, Inc.
Sunshine State Officials Association, Inc.
197 Surf Scooter Drive
Daytona Beach, FL 32119

Application ID: 170785
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

COVERAGES

CERTIFICATE NUMBER

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.

INSD 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	X		RPG58901	12:17PM ET 07/05/2016	12:01AM ET 07/05/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$300,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products - completed Operations) \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS (not provided while in Hawaii) ☒ NON-OWNED AUTOS (not provided while in Hawaii)			RPG58901	12:17PM ET 07/05/2016	12:01AM ET 07/05/2017	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			RPG58901	12:17PM ET 07/05/2016	12:01AM ET 07/05/2017	EXCESS MEDICAL \$25,000 AD&D NONE DEDUCTIBLE \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS Umpires/ Referees Assoc. for Class B Sports 20 & Over,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.
 High Brain Injury Sports - For Deck/ Floor/ Field Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports, the Legal Liability to Participants (LLP) limit will be limited to \$1,000,000 regardless of general liability occurrence limits purchased.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

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 S. Sadler

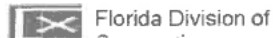
Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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No Events **No Name History**

Detail by FEI/EIN Number

Florida Profit Corporation

SUNSHINE STATE OFFICIALS ASSOCIATION, INC.

Filing Information

Document Number P10000047678 FEI/EIN Number 27-2652139 Date Filed 05/28/2010 State FL

Status ACTIVE

Principal Address

197 SURF SCOOTER DR.
DAYTONA BCH, FL 32119

Mailing Address

197 SURF SCOOTER DR.
DAYTONA BCH, FL 32119

Registered Agent Name & Address WOLGEMUTH, SHAWN

197 SURF SCOOTER DR.
DAYTONA BCH, FL 32119

Officer/Director Detail Name & Address

Title D

WOLGEMUTH, SHAWN
197 SURF SCOOTER DR.
DAYTONA BCH, FL 32119

Annual Reports

Report Year Filed Date

2014	02/05/2014
2015	05/01/2015
2016	04/29/2016

Document Images

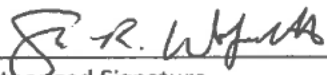
[04/29/2016 -- ANNUAL REPORT View image in PDF format](#)

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ Form 9.9 – Local Business Affidavit of Eligibility
- ☒ W-9 Form
- ☒ Attachment 1 – Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- ☒ Cost proposal (under Tab H)
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Sunshine State Officials Association, Inc.
Vendor


Authorized Signature

1/18/17
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Sunshine State Officials Association, Inc.
NAME OF BUSINESS

Shawn R. Wolgemuth
AUTHORIZED SIGNATURE

Shawn R. Wolgemuth President
NAME, TITLE, TYPED

27-2652139
FEDERAL IDENTIFICATION #

STATE OF FL COUNTY OF Volusia

197 Surf Scooter Drive
MAILING ADDRESS

Daytona Beach FL, 32119
CITY, STATE & ZIP CODE

386 566-9171 386 763-4276
TELEPHONE NUMBER / FAX NUMBER

ssosashawn@aol.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 01/18, 2017 by Shawn Wolgemuth, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires



TINA FARLEY
Commission # FF 218242
Expires May 1, 2019

Tina Farley
Notary Public

this document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # A11 Date: 1/18/17 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Sunshine State Officials Association, Inc.
Name of Business

By: Shawn R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

STATE OF FL
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2017 by
Shawn R. Wolgemuth as President of
(NAME) (TITLE)
Sunshine State Officials Association, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Tina Farley
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Sunshine State Officials Association, Inc.

Name of Business

By: Shawn R. Wolgemuth

Printed Name: Shawn R. Wolgemuth

Title: President

STATE OF FL
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 18 day of January, 20 17 by
Shawn R. Wolgemuth as President of
(NAME) (TITLE)
Sunshine State Officials Association, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Tina Farley
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

RFP # 17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Shawn R. Wolgemuth, who, being by me first duly sworn, made the following statement:

1. The business address of Sunshine State Officials Association, Inc. (name of Offeror or business) is 197 Surf Scooter Drive Daytona Beach FL, 32119.
2. My relationship to Sunshine State Officials Association, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sunshine State Officials Association, Inc.
Name of Business

By: S. R. Wolgemuth
Printed Name: Shawn R. Wolgemuth
Title: President

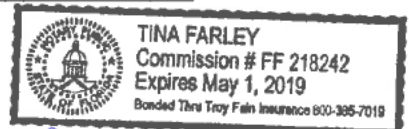
STATE OF FL
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2017, by Shawn R. Wolgemuth, as President of Sunshine State Officials Association, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Tina Farley
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY: Shawn R. Wolgemuth
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Shawn R. Wolgemuth

TITLE: President

ADDRESS: 197 Surf Scooter Drive

CITY: Daytona Beach STATE: FL ZIP CODE: 32119

TELEPHONE: 386 566-9171 FAX: 386 763-4276

COMPLETION TIME: 1/18/17 12:05pm

F.E.I.N. NUMBER: 27-2652139

NO Proposal may be withdrawn for a period of ninety (90) subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Shawn R. Wolgemuth	President	386 566-9171
David R. Wolgemuth	Vice President	386 679-3588

SR. R. W. W. W.
(Authorized Signature)

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FORM 9.8 - VENDOR APPLICATION



City of Port Orange
Vendor Application

City of Port Orange

Date: 1/18/17

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Sunshine State Officials Association, Inc.

ADDRESS: 197 Surf Scooter Drive

CITY: Daytona Beach STATE: FL ZIP CODE: 32119

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386 566-9171 FAX. # 386 763-4276

SIGNATURE PERSON FILING APPLICATION: [Signature] R. Wolgemuth

PRINTED NAME: Shawn R. Wolgemuth

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 27-2652139

E-MAIL ADDRESS: ssoashawn@aol.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2010

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

NOTE TO VENDORS

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: Shawn R. Wolgemuth

Printed/Types Name: Shawn R. Wolgemuth Title: President

Commodity/Services Sports Officials Provisions

This document must be completed and returned with your Submittal

W-9 Form

W-9

Form
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return) Shawn R. Wolgemuth	
Business name/disregarded entity name, if different from above Sunshine State Officials Association, Inc.	
Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ☐ Other (see instructions) ¹	
☐ Exempt payee	
Address (number, street, and apt. or suite no.) 197 Surf Scooter Drive	Requester's name and address (optional)
City, state, and ZIP code Daytona Beach FL 32119	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

27 - 2652139

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person S R. Wolgemuth	Date 1/18/17
-----------	---	------------------------

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Sunshine State Officials Association, Inc.
CONTACT PERSON/TITLE: Shawn R. Wolgemuth President
MAILING ADDRESS: 197 Surf Scooter Drive
CITY-STATE-ZIP: Daytona Beach FL, 32119
Length of Time at Address Provided: 14 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 27 - 2652139

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386 566-9171 FAX: 386 763-4276
EMAIL: ssosashawn@aol.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

• The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Shawn R. Wolgemuth who, after being sworn according to law, stated that he or she was authorized to represent Sunshine State Officials Assoc. Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Tina Farley
SIGNATURE OF NOTARY PUBLIC

THIS 18th DAY OF January, 20 17

My Commission Expires: 05/01/19

Shawn R. Wolgemuth 1/18/17
SIGNATURE OF AFFIANT DATE

Shawn R. Wolgemuth President
PRINTED NAME OF AFFIANT / TITLE

Sunshine State Officials Association, Inc.
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS

RFP #17-19



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent
Release Date: January 3, 2017

**Proposal Due Date and Time:
January 20, 2017 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP #17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS

Notice is hereby given that the City of Port Orange is soliciting proposals for UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 20, 2017** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Proposal Conference for the project at **10:00 A.M. (local time) on January 10, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. All Vendors must attend the Mandatory Pre-Proposal Conference. Failure to sign in and attend the entire Mandatory Pre-Proposal Conference shall result in disqualification of the submitted proposal. Only Vendors attending a Mandatory Pre-Proposal Conference will be eligible to submit a proposal.

DESCRIPTION: The City of Port Orange is soliciting competitive sealed proposals from Firms or Companies (Vendors) for the provision of providing trained umpires and referees for youth and adult sport leagues and provide payroll services for scorekeepers as described herein.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFP #17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS" in the subject line. Last day for questions will be **January 11, 2017 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

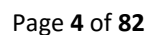
No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS"**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – January 6, 2017

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RFP # 17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	RFP #17-19
PROPOSAL TITLE:	UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS
DUE DATE/TIME:	January 20, 2016 at 2:30 P.M.
SUBMITTED BY:	 (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	 (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange, Florida is requesting proposals from qualified firms to provide The City of Port Orange is soliciting competitive sealed proposals from Firms or Companies (Vendors) for the provision of providing trained umpires and referees for youth and adult sport leagues and to provide payroll services for scorekeepers as described herein. The award firm shall furnish all services in accordance with, but not limited to, the guidelines in the Specifications as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:January 6, 2017
Mandatory Pre-Proposal meetingJanuary 10, 2017 at 10:00 A.M.
Deadline for Questions:January 11, 2017, by 5:00 P.M.
Final Addendum Posting:January 13, 2017 by 5:00 P.M.
Proposals Due:January 20, 2017 by 2:30 P.M.
Evaluation Committee Meeting 10:00 A.M. January 23, 2017
Shortlisted Firms Presentations/Discussions (if required)To Be Determined
City Council Meeting for Approval of Recommendation of AwardFebruary 20, 2017

Proposals must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

MANDATORY PRE-PROPOSAL CONFERENCE:

There will be a Mandatory Pre-Proposal Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors must attend. All attendees to the pre-proposal conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend the entire Mandatory Pre-Proposal Conference shall result in disqualification of submitted proposals. Only firms attending a Mandatory Pre-Proposal Conference will be eligible to submit a proposal.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP #17-19 UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS in the subject line." All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active."

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Proposal Submittal and Requirements section may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Port Orange, Florida is requesting proposals from qualified firms to provide Officials, Umpires, Score Keepers, and Referees for all league / tournaments sponsored by the City of Port Orange. The award firm shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

SCOPE OF SERVICES:

1. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Port Orange, Florida is requesting proposals from qualified firms to provide Officials, Umpires, Referees for all league / tournaments sponsored by the City of Port Orange. The City is also requesting proposals for and payroll services for all scorekeepers for all leagues and tournaments sponsored by the Parks & Recreation Department. The award firm shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

II. UMPIRES / SCOREKEEPERS SCOPE OF SERVICES

A. General

It is the intent of the City of Port Orange, Florida to award a contract to the successful bidder of this request for proposals to provide Level one (1) background checked and trained officials/ referees for all scheduled regular season games and tournaments so scheduled. Contractor shall train, evaluate, and certify all officials/referees for various sports leagues. It is mandatory that all officials maintain a professional demeanor and appearance, including the proper uniform and equipment, as well as physical condition required by governing official's associations. Each official shall provide his/her own transportation and uniform at no expense to the City of Port Orange. Successful bidder will provide payroll services for all scorekeepers as identified by the parks and recreation department, it will be the cities responsibility to select, train, schedule and background screen all scorekeepers.

B. Scope of Services and Requirements

The contracted vendor is to provide the City of Port Orange with qualified officials, scorekeepers, and umpires for all of the internal sports programming included but not limited to Adult Softball, youth basketball and youth baseball.

Contractor shall furnish certified officials/referees for all scheduled regular season games and tournaments scheduled. Contractor shall train, evaluate and certify all officials/referees for various sports leagues. It is mandatory that all officials maintain a professional demeanor and appearance, including the proper uniform and equipment. The City of Port Orange reserves the right to review all Level one (1) background checks upon request. In addition, the City of Port Orange and their League of Coordinators reserve the right to reject any and all official's despite being certified by the contractor and /or its governing body.

- a) Any official deemed unqualified by the City of Port Orange will be notified by the Contractor within Forty-Eight (48) hours of evaluation. League Coordinator retains the rights to refuse all officials for any reason at any time.

Officials are representatives (but not employees) of the City of Port Orange. As such, they shall be authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are:

Babe Ruth League
National Collegiate Athletic Association (NCAA)
National Federation of State High School Association (NFHS)
United States Specialty Sports Association (USSSA)
Florida Youth Basketball Association (FYBA)
National Softball Association (NSA)

Local bylaws may be written by the Parks and Recreation Department which will supplement and in some cases modify the rules. The League Coordinator or any field representative, reserves the authority to modify the rules for the good of the programs. Such modifications will be in writing.

Contractor will meet with the League Coordinator at least two (2) weeks prior to the start of each scheduled season to discuss rules, financial, and personnel changes regarding the programs.

Contractor shall require that officials arrive at their assigned game sites a mandatory fifteen (15) minutes prior to the scheduled game, in which time the official will report for game supplies and information regarding schedule changes.

Game cancellations by the city will allow for payment of referees, umpires and scorekeepers if games are cancelled within sixty minutes of official game start time.

Officials shall be responsible for the following:

- a.) Begin each contest at the scheduled game time.
- b.) Interpret and convey the playing rules and regulations as governed by the Recreation Division and governing associations.
- c.) Forfeit any game due to excessive unsportsmanlike conduct, including but not limited to the use of profanity, fighting, and/or any incidents related to the use of drugs or alcohol.
- d.) If any coach, player, or spectator is ejected from a game, or there are protests or any other problems, all pertinent information shall be annotated on the game sheet/card. Ejections must include the name of the individual ejected. Protests may be made by any team representative at any time during the game. The official shall notify the contractor in writing, the following day of any ejections, protests, and/or unusual circumstances. If the following day is a weekend or holiday, notification will be made on the first normal workday following the weekend or holiday. Additionally, the successful bidder shall notify the League Coordinator within twenty-four (24) hours of said incident. Such notification shall include a written report from the actual game; with the official describing in detail all of the circumstances surrounding the incident which gave rise to the protest or ejection. Regarding protests, only the League Coordinator can make the final determination of whether the protest is valid based on the governing rules. The parks and Recreation Department will make the final determination on protest; no further appeals can be made to a final decision.

C. Estimated Games, Contests, and Tournaments

Youth Sports

Fall Baseball/Softball Officials

Baseball

Rookies 77 X 1 official (One hour and 15 minute games)
10U 35 X 2 Umpires (One hour and 15 minute games)
12U 33 X 2 Umpires (One hour and 30 minute games)
16U 20 X 2 Umpires (One hour and 50 minute games)

Fall Softball

10U 21 X 1 Umpire (One hour and 15 minute games)
12U 21 X 2 Umpires (One hour and 15 minute games)
14U 21 X 2 Umpires (One hour and 15 minute games)
16U 12 X 2 Umpires (One hour and 15 minute games)

Spring Baseball Officials

Baseball

Rookies 77 X 1 official (One hour and 15 minute games)
10U 35 X 2 Umpires (One hour and 15 minute games)
12U 33 X 2 Umpires (One hour and 30 minute games)
16U 20 X 2 Umpires (One hour and 50 minute games)

Spring Softball

10U 21 X 1 Umpire (One hour and 15 minute games)
12U 21 X 2 Umpires (One hour and 15 minute games)
14U 21 X 2 Umpires (One hour and 15 minute games)
16U 12 X 2 Umpires (One hour and 15 minute games)

Volleyball

9U 15 X 1 Umpire (2 out of 3 games)
12U 15 X 1 Umpire (2 out of 3 games)
14U 15 X 1 Umpire (2 out of 3 games)
16U 15 X 1 Umpire (2 out of 3 games)

Basketball

10U boys 54 X 2 Referees (4 – 8 minute quarters)
10U girls 17 X 2 Referees (4 - 8 minute quarters)
13U Boys 65 X 2 Referees (4 - 9 minute quarters)
13U girls 17 X 2 Referees (4 - 9 minute quarters)
16U boys 29 X 2 Referees (4 – 9 minute quarters)
16U girls 17 X 2 Referees (4 – 9 minute quarters)

Soccer

U8 co-ed 43 X 2 referees (4 – 8 minute quarters)
U10 co-ed 47 X 2 referees (4 – 8 minute quarters)
U13 boys 19 X 2 referees (2 – 20 minute halves)
U13 girls 16 X 2 referees (2 – 20 minute halves)
U16 boys 16 X 2 referees (2 – 20 minute halves)
U16 girls 16 X 2 referees (2 – 20 minute halves)

Baseball/Softball Scorekeepers

Fall Baseball

Rookies 77 X 1 scorekeeper (One hour and 15 minute games)
10U 35 X 1 scorekeeper (One hour and 15 minute games)
12U 33 X 1 scorekeeper (One hour and 30 minute games)
16U 20 X 1 scorekeeper (One hour and 50 minute games)

Fall Softball

10U 21 X 1 scorekeeper (One hour and 15 minute games)
12U 21 X 1 scorekeeper (One hour and 15 minute games)
14U 21 X 1 scorekeeper (One hour and 15 minute games)
16U 12 X 1 scorekeeper (One hour and 15 minute games)

Spring Baseball

Rookies 77 X 1 scorekeeper (One hour and 15 minute games)
10U 35 X 1 scorekeeper (One hour and 15 minute games)
12U 33 X 1 scorekeeper (One hour and 30 minute games)
16U 20 X 1 scorekeeper (One hour and 50 minute games)

Spring Softball

10U 21 X 1 scorekeeper (One hour and 15 minute games)
12U 21 X 1 scorekeeper (One hour and 15 minute games)
14U 21 X 1 scorekeeper (One hour and 15 minute games)
16U 12 X 1 scorekeeper (One hour and 15 minute games)

Basketball Scorekeepers

10U boys 54 X 1 scorekeeper (4 – 8 minute quarters)
10U girls 17 X 1 scorekeeper (4 - 8 minute quarters)
13U Boys 65 X 1 scorekeeper (4 - 9 minute quarters)
13U girls 17 X 1 scorekeeper (4 - 9 minute quarters)
16U boys 29 X 1 scorekeeper (4 – 9 minute quarters)
16U girls 17 X 1 scorekeeper (4 – 9 minute quarters)

Adult Sports

Women Softball (2 seasons)

26 X 1 umpire (One hour and 15 minute games)
26 X 1 Scorekeeper (One hour and 15 minute games)

Men's softball (2 seasons)

97 X 1 umpire (One hour and 15 minute games)

97 X 1 scorekeeper (One hour and 15 minute games)

Co-ed softball (2 seasons)

74 X 1 umpire (One hour and 15 minute games)

74 X 1 scorekeeper (One hour and 15 minute games)

Co-ed Soccer (2 seasons)

48 X 1 referee (2 – 20 minute halves)

Women Soccer (2 seasons)

27 X 1 referee (2 - 20 minute halves)

Co-ed Kickball (2 seasons)

76 X 1 referee (One hour and 15 minute games)

Please note: Games, Tournaments, and sports may be added and or subtracted during the contract year. Sufficient notice will be given for any changes to officials and or scorekeepers.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and will be renewed for 2 additional years under city manager authority and department budget approval of council unless either party provides at least thirty (30) days prior written notice to the other party of their intent not to renew the agreement. Renewal will include CPI increase.

IV. QUALIFICATIONS

Demonstrate the qualifications, competence, and capacity of the firms seeking to provide officials, and umpires for the City of Port Orange in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

- a. Qualifications and experience of the firm.
- b. Describe your firm's history and the organizational structure of the department or division that will provide the proposed services.
- c. Provide information on 3 of your professional references past or current.
- d. Quality assurance and customer support
 1. Describe your quality assurance program
 2. Explain what happens when a quality issue is recognized and follow-up actions are required.
 3. Describe the hours and days available for support.
 4. Define support escalation process.

- e. Please list the name, address and telephone number of references from 3 clients indicating the services provided, with emphasis on recent similar projects.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but

- not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust 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 Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange.

No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

15. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

16. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

17. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

18. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

19. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

20. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

21. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

22. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

23. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

24. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should

elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

25. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for

disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

35. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is

obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.

Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered.

Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
- (2) Volusia County business shall be granted up to five percent (5%) of the available points.
- (3) Florida business shall be granted up to three percent (3%) of the available points.
- (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal

opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) 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 order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a

unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided 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.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

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 unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the

Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the

contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver to:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The initial term of this agreement shall be for an initial term of two (2) years, beginning on or after January 7, 2017, and will be automatically renewed for one (1) additional two (2) year term subject to City Manager authority and department budget approval of City Council unless either party provides at least thirty (30) days prior written notice to the other party of their intent not to renew the agreement

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP the Vendors must have a minimum of three (3) years' working experience with the services described in this RFP.

INVOICES AND PAYMENTS:

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. Payment will be made within 30 days after receipt of merchandise and a proper invoice.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- Provide a statement of the firm's qualifications, ability, and capacity to meet the needs of the City of Port Orange and perform the scope of work identified in this RFP. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices that correspond with the scope of work identified in this RFP.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Firm names (if sub-consultants are involved); and
 - Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects similar to that described by this RFSQ; and
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects):

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB D – ENGAGEMENT APPROACH AND SCHEDULE:

- State your firm's plans and approach for providing the goods and services outlined in this RFP.
- Provide a detailed schedule showing the overall duration and timeline required for each component of the engagement as outlined in this RFP.
- The information presented shall be in enough detail to enable the City to ascertain the Vendor understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

TAB E – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB F – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS:

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFP. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**

- All reference contact information **MUST** be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Vendor manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Vendor?

TAB H – PROPOSED FEE:

- Attachment 1 – Cost/Fee Proposal Form must be submitted with your proposal under Tab H.

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN PROPOSALS

CATEGORY SCORE

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 45 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)(15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) Experience with Related Scope of Work Required with this RFP (15 points)

- 8-15 points – 3 or more directly related projects
- 4-7 points – 1 to 2 directly related projects
- 1-3 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH of PROPOSAL: APPROACH and SCHEDULE: (Max 30 points outlined below)

(1) Clarity/Completeness of Proposal..... (10 points)

- 8-10 points – Proposal is exceptionally well written and clearly addresses all issues outlined in the RFP
- 4-7 points – Proposal is understandable and addresses most of the specific issues outlined in the RFP
- 1-3 points – Proposal is somewhat understandable and addresses some of the issues outlined in the RFP
- 0 points – Proposal does not address issues outlined in the RFP

(2) Understanding of Scope of Services (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope and goals of the project
- 4-7 points – Understands the scope and goals of the project
- 1-3 points – Has some understanding of the scope requirements and goals of the project
- 0 points – Has no solid or working understanding of the scope of services or goals of the project

(3) Quality of Innovative Solutions and Project Approach (10 points)

- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
- 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
- 1-3 points – Innovative solutions and project approach is addressed but poorly organized
- 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

C. LICENSES/INSURANCE: (5 points)

- 5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFP.
- 3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFP.
- 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFP.
- 0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFP

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 5 points)

(1) Litigation and Debarment History..... (5 points)

- 5 points – No Litigation nor Debarment history in last 5 years.
- 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken.
- 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current litigation and/or debarment actions.
- 0 points – Current Litigation action and/or Debarment action in current year.

E. REFERENCES: (Max 5 points overall)

(1) A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years that can be verified..... (5 points)

F. PROPOSED FEES: COST /FEE PROSAL FORM (Max 10 points)

Cost for Requested Services (5 Points)

Overall Value/Benefit to City..... (5 points)

Total Maximum Points (100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- Port Orange Business eight percent of available points (8 points)
- Volusia County Business five percent of available points (5 points)
- Florida Business three percent of available points (3 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA for ORAL PRESENTATIONS</u>	<u>CATEGORY SCORE</u>
A. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)	
(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....	(20 points)
(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)	(20 points)
(3) Experience with Related Scope of Work Required with this RFSQ.....	(20 points)
B. <u>STRENGTH of PROPOSAL AND PRESENTATION:</u> (Max 40 points outlined below)	
(1) Understanding of Scope of Services	(20 points)
(2) Quality of Innovative Solutions and Project Approach	(20 points)
Total Maximum Points	(100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Authorized Signatures/Negotiators
- _____ Form 9.8 – Vendor Application Form
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ W-9 Form
- _____ Attachment 1 – Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- _____ Cost proposal (under Tab H)
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____, as _____ of _____

(NAME)

(TITLE)

_____, and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

NOTE TO VENDORS

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ ☐ Other (see instructions)* _____	
☐ Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number									
		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – COST/FEE PROPOSAL (TO BE INSERTED)



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING PROPOSAL FORM

CITY OF PORT ORANGE
UMPIRES & SCOREKEEPERS

RFP # 17-19

Completed Attachment 1 Proposal form MUST be included with RFP Submission
Instruction to save Attachment from website:
Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
YOUTH SPORTS FALL BASEBALL/SOFTBALL OFFICIALS			
Fall Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ -	\$ -
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ -	\$ -
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ -	\$ -
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ -	\$ -
Fall Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ -	\$ -
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
Spring Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ -	\$ -
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ -	\$ -
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ -	\$ -
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ -	\$ -
Spring Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ -	\$ -
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ -	\$ -
Volleyball			
9U 15 X 1 Umpire (2 out of 3 games)	15	\$ -	\$ -
12U 15 X 1 Umpire (2 out of 3 games)	15	\$ -	\$ -
14U 15 X 1 Umpire (2 out of 3 games)	15	\$ -	\$ -
16U 15 X 1 Umpire (2 out of 3 games)	15	\$ -	\$ -
Basketball			
10U boys 54 X 2 Referees (4 - 8 minute quarters)	54	\$ -	\$ -
10U girls 17 X 2 Referees (4 - 8 minute quarters)	17	\$ -	\$ -
13U Boys 65 X 2 Referees (4 - 9 minute quarters)	65	\$ -	\$ -
13U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ -	\$ -
16U boys 29 X 2 Referees (4 - 9 minute quarters)	29	\$ -	\$ -
16U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ -	\$ -

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
Soccer			
U8 co-ed 43 X 2 referees (4 – 8 minute quarters)	43	\$ -	\$ -
U10 co-ed 47 X 2 referees (4 – 8 minute quarters)	47	\$ -	\$ -
U13 boys 19 X 2 referees (2 – 20 minute halves)	19	\$ -	\$ -
U13 girls 16 X 2 referees (2 – 20 minute halves)	16	\$ -	\$ -
U16 boys 16 X 2 referees (2 – 20 minute halves)	16	\$ -	\$ -
U16 girls 16 X 2 referees (2 – 20 minute halves)	16	\$ -	\$ -
BASEBALL/SOFTBALL SCOREKEEPERS			
Fall Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ -	\$ -
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ -	\$ -
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ -	\$ -
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ -	\$ -
Fall Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ -	\$ -
Spring Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ -	\$ -
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ -	\$ -
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ -	\$ -
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ -	\$ -
Spring Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ -	\$ -
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ -	\$ -
Basketball Scorekeepers			
10U boys 54 X 1 scorekeeper (4 – 8 minute quarters)	54	\$ -	\$ -
10U girls 17 X 1 scorekeeper (4 – 8 minute quarters)	17	\$ -	\$ -
13U Boys 65 X 1 scorekeeper (4 – 9 minute quarters)	65	\$ -	\$ -
13U girls 17 X 1 scorekeeper (4 – 9 minute quarters)	17	\$ -	\$ -
16U boys 29 X 1 scorekeeper (4 – 9 minute quarters)	29	\$ -	\$ -
16U girls 17 X 1 scorekeeper (4 – 9 minute quarters)	17	\$ -	\$ -
ADULT SPORTS			
Women Softball (2 seasons)			
26 X 1 umpire (One hour and 15 minute games)	26	\$ -	\$ -
26 X 1 Scorekeeper (One hour and 15 minute games)	26	\$ -	\$ -
Men's softball (2 seasons)			
97 X 1 umpire (One hour and 15 minute games)	97	\$ -	\$ -
97 X 1 scorekeeper (One hour and 15 minute games)	97	\$ -	\$ -
Co-ed softball (2 seasons)			
74 X 1 umpire (One hour and 15 minute games)	74	\$ -	\$ -
74 X 1 scorekeeper (One hour and 15 minute games)	74	\$ -	\$ -
Co-ed Soccer (2 seasons)			
48 X 1 referee (2 – 20 minute halves)	48	\$ -	\$ -
Women Soccer (2 seasons)			
27 X 1 referee (2 – 20 minute halves)	27	\$ -	\$ -
Co-ed Kickball (2 seasons)			
76 X 1 referee (One hour and 15 minute games)	76	\$ -	\$ -
TOTAL BASE BID			\$ -
NAME OF BUSINESS:			

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
 - (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
5. Termination for Convenience of the City
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
 - (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - (c) Upon receipt of such Notice, the Contractor shall:
 - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange, and
 - (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.
 - (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
 - (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
 - (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (Including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured ALMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

(Notary: Please select one)

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



INTENT TO AWARD

RFP 17-19

UMPIRES AND SCOREKEEPERS FOR RECREATION SPORTS PROGRAMS

January 25, 2017

On January 20, 2017 purchasing received one (1) proposal submittal for RFP 17-19 Umpires and Scorekeepers For Recreation Sports Programs.

After review of the proposal submitted, the Evaluation Committee has made its recommendation to award to Sunshine State Officials Association, Inc. of Daytona Beach, Florida.

Recommendation to award will be presented for City Council approval on February 21, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SUNSHINE STATE OFFICIALS ASSOCIATION, INC.**, a Florida corporation whose principal address is 197 Surf Scooter Drive, Daytona Beach, Florida 32119 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide to the City of Port Orange trained officials, umpires, and referees for all leagues/tournaments sponsored by the City as set forth on Exhibit "A" attached hereto and made a part hereof for all purposes.

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall be for a period of two (2) years, commencing on March 16, 2017 and continuing through March 15, 2019 (the "Initial Term").

Renewal: This Contract may be renewed for one additional two (2) year period, commencing on March 16, 2019 and continuing through March 15, 2021 (the "Renewal Term"), subject to City Manager approval and department budget approval of City Council. Either party shall notify the other, in writing, at least sixty (60) days prior to the end of the yearly period then in effect that the Contract shall not be extended.

The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Manner and Place: As outlined in Exhibit "A" attached hereto and periodic Purchase Orders issued by the City, in a manner as required by all current federal and state codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances

Time and Essence: Contractor acknowledges that time is of the essence for each purchase order issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any services or require the City to place any orders for services. Authorization for the purchase of services from Contractor under this Contract shall be in the form of written Purchase Orders issued by the City as authorized by the City Manager.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto, subject to a limit up to but not to exceed \$75,795 annually for the Initial Term of the Contract. If the parties agree to exercise the right to renew this Contract as set forth above, a

Consumer Price Index (the "CPI") rate increase will be applied on March 16, 2019 and shall remain in effect for the duration of the Renewal Term. The CPI rate increase will be adjusted by seventy-five percent (75%) of the CPI of the Southern States multiplied by the Contract price in effect during the Initial Term. This rate increase will be based on rates released in August 2018 by the United States Department of Labor, Bureau of Labor Statistics. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Parks and Recreation Director shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract, concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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, Contractor shall 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 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's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

	Insurance	Standards	Comments
☐	Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
☐	Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

16. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

18. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

19. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

20. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Proposal No. 17-19 and Contractor's response thereto, and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

21. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

22. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5850

Contractor: Sunshine State Officials Association, Inc.
Attention: Shawn R. Wolgemuth
197 Surf Scooter Drive
Daytona Beach, Florida 32119
(386) 566-9171 or (386) 763-4276
SSOAShawn@aol.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

23. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

24. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of Page Intentionally Left Blank]

Witnesses:

SUNSHINE STATE OFFICIALS ASSOCIATION, INC.

Printed Name: _____

By: _____
Shawn R. Wolgemuth, President

Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Shawn R. Wolgemuth, as President of Sunshine State Officials Association, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT "A" – UMPIRE/SCOREKEEPERS SCOPE OF SERVICES AND PRICING

A. General

Contractor shall provide Level one (1) background checked and trained officials/referees for all scheduled regular season games and tournaments so scheduled by the City. Contractor shall train, evaluate, and certify all officials/referees for various sports leagues. It is mandatory that all officials maintain a professional demeanor and appearance, including the proper uniform and equipment, as well as physical condition required by governing official's associations. Each official shall provide his/her own transportation and uniform at no expense to the City of Port Orange. Contractor shall provide payroll services for all scorekeepers as identified by the parks and recreation department. It will be the City's responsibility to select, train, schedule and background screen all scorekeepers.

B. Scope of Services and Requirements

Contractor shall provide the City of Port Orange with qualified officials, scorekeepers, and umpires for all of the internal sports programming included but not limited to Adult Softball, youth basketball and youth baseball.

Contractor shall furnish certified officials/referees for all scheduled regular season games and tournaments scheduled. Contractor shall train, evaluate and certify all officials/referees for various sports leagues. It is mandatory that all officials maintain a professional demeanor and appearance, including the proper uniform and equipment. The City of Port Orange reserves the right to review all Level one (1) background checks upon request. In addition, the City of Port Orange and their League of Coordinators reserve the right to reject any and all official's despite being certified by the contractor and /or its governing body.

- a) Any official deemed unqualified by the City of Port Orange will be notified by the Contractor within Forty-Eight (48) hours of evaluation. League Coordinator retains the rights to refuse all officials for any reason at any time.

Officials are representatives (but not employees) of the City of Port Orange. As such, they shall be authorized and required to enforce all pertinent rules and bylaws established for various sports leagues, with no deviation. Officials Association Rules which may pertain are:

- Babe Ruth League
- National Collegiate Athletic Association (NCAA)
- National Federation of State High School Association (NFHS)
- United States Specialty Sports Association (USSSA)
- Florida Youth Basketball Association (FYBA) National Softball Association (NSA)

Local bylaws may be written by the Parks and Recreation Department which will supplement and in some cases modify the rules. The League Coordinator or any field representative, reserves the authority to modify the rules for the good of the programs. Such modifications will be in writing.

Contractor will meet with the League Coordinator at least two (2) weeks prior to the start of each scheduled season to discuss rules, financial, and personnel changes regarding the programs.

Contractor shall require that officials arrive at their assigned game sites a mandatory fifteen (15) minutes prior to the scheduled game, in which time the official will report for game supplies and information regarding schedule changes.

Game cancellations by the City will allow for payment of referees, umpires and scorekeepers if games are cancelled within sixty minutes of official game start time.

Officials shall be responsible for the following:

- a) Begin each contest at the scheduled game time.
- b) Interpret and convey the playing rules and regulations as governed by the Recreation Division and governing associations.
- c) Forfeit any game due to excessive unsportsmanlike conduct, including but not limited to the use of profanity, fighting, and/or any incidents related to the use of drugs or alcohol.
- d) If any coach, player, or spectator is ejected from a game, or there are protests or any other problems, all pertinent information shall be annotated on the game sheet/card. Ejections must include the name of the individual ejected. Protests may be made by any team representative at any time during the game. The official shall notify the contractor in writing, the following day of any ejections, protests, and/or unusual circumstances. If the following day is a weekend or holiday, notification will be made on the first normal workday following the weekend or holiday. Additionally, the successful bidder shall notify the League Coordinator within twenty-four (24) hours of said incident. Such notification shall include a written report from the actual game; with the official describing in detail all of the circumstances surrounding the incident which gave rise to the protest or ejection. Regarding protests, only the League Coordinator can make the final determination of whether the protest is valid based on the governing rules. The parks and Recreation Department will make the final determination on protest; no further appeals can be made to a final decision.

C. Estimated Games, Contests, and Tournaments

Please note: Games, Tournaments, and sports may be added and or subtracted during the contract year. Sufficient notice will be given for any changes to officials and or scorekeepers.

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
YOUTH SPORTS OFFICIALS			
Fall Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ 32.00	\$ 2,464.00
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ 64.00	\$ 2,240.00
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ 68.00	\$ 2,244.00
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ 74.00	\$ 1,480.00
Fall Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ 32.00	\$ 672.00
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
Spring Baseball			
Rookies 77 X 1 official (One hour and 15 minute games)	77	\$ 32.00	\$ 2,464.00
10U 35 X 2 Umpires (One hour and 15 minute games)	35	\$ 64.00	\$ 2,240.00
12U 33 X 2 Umpires (One hour and 30 minute games)	33	\$ 68.00	\$ 2,244.00
16U 20 X 2 Umpires (One hour and 50 minute games)	20	\$ 74.00	\$ 1,480.00
Spring Softball			
10U 21 X 1 Umpire (One hour and 15 minute games)	21	\$ 32.00	\$ 672.00
12U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
14U 21 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
16U 12 X 2 Umpires (One hour and 15 minute games)	21	\$ 64.00	\$ 1,344.00
Volleyball			
9U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
12U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
14U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
16U 15 X 1 Umpire (2 out of 3 games)	15	\$ 32.00	\$ 480.00
Basketball			
10U boys 54 X 2 Referees (4 - 8 minute quarters)	54	\$ 54.00	\$ 2,916.00
10U girls 17 X 2 Referees (4 - 8 minute quarters)	17	\$ 54.00	\$ 918.00
13U Boys 65 X 2 Referees (4 - 9 minute quarters)	65	\$ 58.00	\$ 3,770.00
13U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ 58.00	\$ 986.00
16U boys 29 X 2 Referees (4 - 9 minute quarters)	29	\$ 58.00	\$ 1,682.00
16U girls 17 X 2 Referees (4 - 9 minute quarters)	17	\$ 58.00	\$ 986.00

DESCRIPTION	NUMBER OF GAMES	PRICE PER GAME	TOTAL BID
Soccer			
U8 co-ed 43 X 2 referees (4 - 8 minute quarters)	43	\$ 44.00	\$ 1,892.00
U10 co-ed 47 X 2 referees (4 - 8 minute quarters)	47	\$ 44.00	\$ 2,068.00
U13 boys 19 X 2 referees (2 - 20 minute halves)	19	\$ 48.00	\$ 912.00
U13 girls 16 X 2 referees (2 - 20 minute halves)	16	\$ 48.00	\$ 768.00
U16 boys 16 X 2 referees (2 - 20 minute halves)	16	\$ 48.00	\$ 768.00
U16 girls 16 X 2 referees (2 - 20 minute halves)	16	\$ 48.00	\$ 768.00
SCOREKEEPERS			
Fall Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ 12.50	\$ 962.50
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ 12.50	\$ 437.50
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ 14.50	\$ 478.50
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ 16.50	\$ 330.00
Fall Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ 12.50	\$ 150.00
Spring Baseball			
Rookies 77 X 1 scorekeeper (One hour and 15 minute games)	77	\$ 12.50	\$ 962.50
10U 35 X 1 scorekeeper (One hour and 15 minute games)	35	\$ 12.50	\$ 437.50
12U 33 X 1 scorekeeper (One hour and 30 minute games)	33	\$ 14.50	\$ 478.50
16U 20 X 1 scorekeeper (One hour and 50 minute games)	20	\$ 16.50	\$ 330.00
Spring Softball			
10U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
12U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
14U 21 X 1 scorekeeper (One hour and 15 minute games)	21	\$ 12.50	\$ 262.50
16U 12 X 1 scorekeeper (One hour and 15 minute games)	12	\$ 12.50	\$ 150.00
Basketball Scorekeepers			
10U boys 54 X 1 scorekeeper (4 - 8 minute quarters)	54	\$ 12.50	\$ 675.00
10U girls 17 X 1 scorekeeper (4 - 8 minute quarters)	17	\$ 12.50	\$ 212.50
13U Boys 65 X 1 scorekeeper (4 - 9 minute quarters)	65	\$ 12.50	\$ 812.50
13U girls 17 X 1 scorekeeper (4 - 9 minute quarters)	17	\$ 12.50	\$ 212.50
16U boys 29 X 1 scorekeeper (4 - 9 minute quarters)	29	\$ 12.50	\$ 362.50
16U girls 17 X 1 scorekeeper (4 - 9 minute quarters)	17	\$ 12.50	\$ 212.50
ADULT SPORTS			
Women Softball (2 seasons)			
26 X 1 umpire (One hour and 15 minute games)	26	\$ 36.00	\$ 936.00
26 X 1 Scorekeeper (One hour and 15 minute games)	26	\$ 12.50	\$ 325.00
Men's softball (2 seasons)			
97 X 1 umpire (One hour and 15 minute games)	97	\$ 36.00	\$ 3,492.00
97 X 1 scorekeeper (One hour and 15 minute games)	97	\$ 12.50	\$ 1,212.50
Co-ed softball (2 seasons)			
74 X 1 umpire (One hour and 15 minute games)	74	\$ 36.00	\$ 2,664.00
74 X 1 scorekeeper (One hour and 15 minute games)	74	\$ 12.50	\$ 925.00
Co-ed Soccer (2 seasons)			
48 X 1 referee (2 - 20 minute halves)	48	\$ 36.00	\$ 1,728.00
Women Soccer (2 seasons)			
27 X 1 referee (2 - 20 minute halves)	27	\$ 36.00	\$ 972.00
Co-ed Kickball (2 seasons)			
76 X 1 referee (One hour and 15 minute games)	76	\$ 36.00	\$ 2,736.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B7d) Task Authorization to DMC

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve task authorization with Dredging and Marine Consultants for the mitigated design for up to \$66,600.00 and to authorize the City Clerk and Mayor to execute the associated documents, subject to authorization of the underlying property owner, compliance with FDOT Lease requirements, and final review and approval of contract documents by the City Attorney and City Manager.

SUMMARY: The city had planned to repair the Causeway fishing pier under the bridge, (Westside Pier), during the FY17 year. Hurricane Matthew heavily damaged or destroyed the three fishing piers and one boat ramp at the park. The two fishing piers were designed in FY16 and staff recommended demolishing the eastside pier. The attached regular authorization is for some design work for the existing Westside and T-shaped piers to determine the damage from the storm and make necessary design changes as well as design of the north side boat ramp to put back to original condition. The second proposal is for design for all the above but with a mitigated boat ramp to improve the structure. The proposals also include bidding and construction management services for the project.

Regular design proposal is \$59,600 and the mitigated design is \$66,600.

Staff recommends approving the mitigated design work totaling \$66,600.

Funding for this project will come from one of four places: (1) The Capital Improvement plan already approved for FY 17, (2) Florida Inland Navigation District Grants not yet applied for, (3) FEMA Reimbursement, and/or (4) Fund Balance.

While the City is in the process of applying for FEMA reimbursement, approval is not guaranteed and may not be certain for a number of months.

Project No.: QPC062
QPC062

Funding Account No.: 317-1000-519.63-97
315-5100-572.63-97

ATTACHMENTS:

1.	Draft Task Authorization No 1	DMC Task Authorization No 1.pdf
2.	DMC regular proposal	DMCqouteregular.pdf

3.	DMC mitigated proposal	DMCgoutemitigated.pdf
4.	Causeway Dock Project-CIP pg 83	QPC062 FY17 CIP.pdf
5.	Revised Task Authorization No. 1	Revised Task Authorization No 1.pdf

Susan Lovallo	Created/Initiated - 02/03/2017
Susan Lovallo	Approved - 02/06/2017
Tracey Riehm	Approved - 02/08/2017
Matthew Jones	Approved - 02/09/2017
Jake Johansson	Approved - 02/09/2017
Robin Fenwick	Final Approval - 02/10/2017

TASK AUTHORIZATION NO. 1

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Director of Parks and Recreation
Address: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
Phone: (386) 506-5852
E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) and Causeway Park Fishing Pier Improvements, which shall include Engineering Design, Permitting, Bidding and Construction Management, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Services to be provided herein shall be substantially completed within 12 months of the date of written notice by the City to the Contractor and final completion 60 days thereafter.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$66,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DREDGING & MARINE CONSULTANTS, LLC

Printed Name: _____ By: _____
Shailesh K. Patel, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

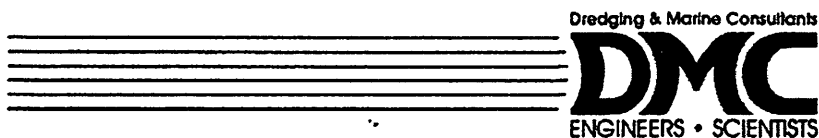
Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5672]



January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

Scope of Services: DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

1. Structure and Hydrographic Survey – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.

2. Geotechnical Testing – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.

3. Engineering Design – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.

4. Permitting – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**

5. Bidding – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.

6. Construction Management – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

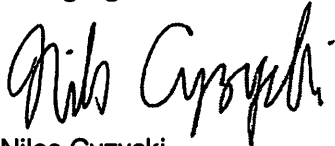
Budget: This work can be accomplished for a lump sum fee of **\$66,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

1. **Structure and Hydrographic Survey – \$3,100**
2. **Geotechnical Boring – \$5,300**
3. **Engineering Design – \$16,800**
4. **Permitting – \$5,200**
5. **Bidding – \$6,200**
6. **Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector**

Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

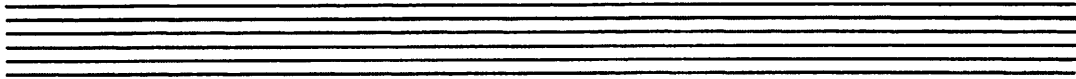
Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager

-2-





January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Fixed Timber Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

Scope of Services: DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

1. Structure and Hydrographic Survey – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.

2. Geotechnical Testing – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.

3. Engineering Design – DMC will assess the existing structure and design a replacement system utilizing fixed timber docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.

4. Permitting – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**

5. Bidding – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.

6. Construction Management – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

Budget: This work can be accomplished for a lump sum fee of **\$59,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

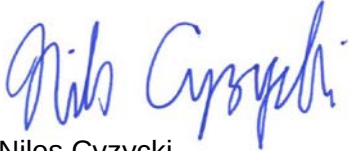
- 1. Structure and Hydrographic Survey – \$3,100**
- 2. Geotechnical Boring – \$5,300**
- 3. Engineering Design – \$9,800**
- 4. Permitting – \$5,200**
- 5. Bidding – \$6,200**
- 6. Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector**

Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

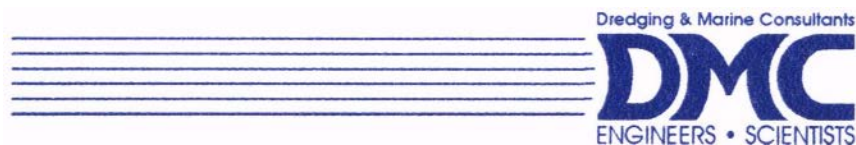
Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager



January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

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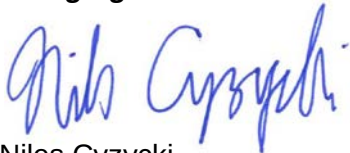
- 1. Structure and Hydrographic Survey – \$3,100**
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Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager

CAPITAL IMPROVEMENT PROGRAM DETAIL

PROJECT # 201270

QPC062

Project Name: Causeway Dock Refurbishment
Department: Parks and Recreation
Location: Causeway Park

Project Manager: Susan L. Lovallo
Original Plan Date: 01/12/2011
Concurrency Requirement:

Goal / Objective: Goal 2 Objective 1

DESCRIPTION / JUSTIFICATION:

The original docks are in desperate need of upper, under and railing replacements. The docks were constructed in 1990 and are heavily used by the public. This project can be done in Phases. Phase I will be the west side of Bridge Pier (5,725 sq. ft.) and Phase II a T Pier (3,250 sq. ft.)

This is a safety issue. Hand rails are loose and splintered and cannot be repaired which can cause injuries. Stringers that boards are attached to are worn out making attaching walk boards difficult.

Currently \$151,340 is budgeted for Phase I however during the exploratory portion of design divers found that many of the piling will have to be replaced which has changed the engineers estimate. Mobilization/demobilization, as built and environmental compliance will be \$57,500. West pier construction is \$361,875 and the T pier cost estimate is \$155,500. A 5% Bond and 10% unforeseen circumstances should be added to the budget for additional \$83,899. FIND grants are currently being applied for.

These improvements will decrease the amount of time spent replacing boards and maintaining railings. Also, will ensure the safety of our citizens.

In FY11, \$25,650 was spent on the underlayment replacement. The project number was QPC038 and the account was 315-5100-572-63-97. The main portion of the expense for this project comes from the replacement of the upper portion of the docks and the railings.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY17	FY18	FY19	FY20	FY21	FY22	TOTAL
Engineering & Planning	-	-	-	-	-	-	-
Construction	330,942	160,943	-	-	-	-	491,885
Equipment	-	-	-	-	-	-	-
TOTAL PROJECT COSTS	330,942	160,943	-	-	-	-	491,885
PROPOSED SOURCES OF FUNDS:	FY17	FY18	FY19	FY20	FY21	FY22	TOTAL
General Fund Reserves	-	-	-	-	-	-	-
General Capital Fund 317	130,000	-	-	-	-	-	130,000
Recreation Impact Fee Fund 611	-	-	-	-	-	-	-
General Capital Fund 317 - Unfunded	200,942	160,943	-	-	-	-	361,885
TOTAL PROJECT REVENUE	330,942	160,943	-	-	-	-	491,885

OPERATIONAL IMPACT

No additional operating costs are expected as a result of this project.

OPERATIONAL IMPACT	FY17	FY18	FY19	FY20	FY21	FY22	TOTAL
Additional Revenues							
Charges for Services	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	-	-
Less Additional Expenditures							
New Personnel	-	-	-	-	-	-	-
Maintenance and Other Operating	-	-	-	-	-	-	-
Non Operating (Debt Service)	-	-	-	-	-	-	-
Net Annual Impact on Operations	-	-	-	-	-	-	-
FUNDING SOURCES	FY17	FY18	FY19	FY20	FY21	FY22	TOTAL
General Fund (001)	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-

TASK AUTHORIZATION NO. 1

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Director of Parks and Recreation

Address: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129

Phone: (386) 506-5852

E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) and Causeway Park Fishing Pier Improvements, which shall include Engineering Design, Permitting, Bidding and Construction Management, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Services to be provided herein shall be substantially completed within 12 months of the date of written notice by the City to the Contractor and final completion 60 days thereafter.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$66,600.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
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IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:



Printed Name: NILES CYZYCKI



Printed Name: Ankeet Rama

DREDGING & MARINE CONSULTANTS, LLC

By: 

Shailesh K. Patel, Managing Member

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 2-14-2017

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

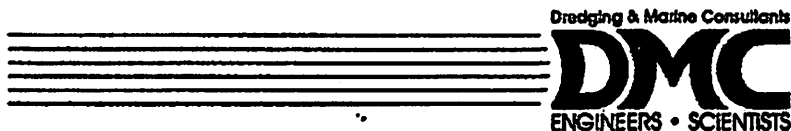
Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5672]



January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

Scope of Services: DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

1. Structure and Hydrographic Survey – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.

2. Geotechnical Testing – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.

3. Engineering Design – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.

4. Permitting – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. This task does not include any permit fees; they will be the responsibility of the City.

5. Bidding – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.

6. Construction Management – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

Budget: This work can be accomplished for a lump sum fee of \$66,600 with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

1. **Structure and Hydrographic Survey – \$3,100**
2. **Geotechnical Boring – \$5,300**
3. **Engineering Design – \$16,800**
4. **Permitting – \$5,200**
5. **Bidding – \$6,200**
6. **Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector**

Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager

-2-

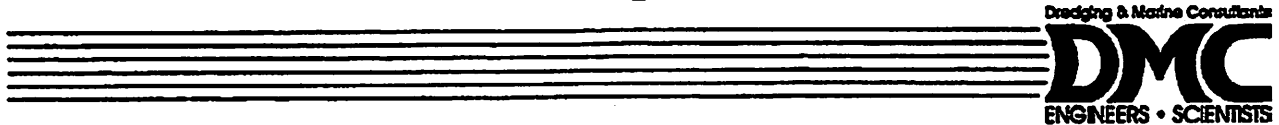


EXHIBIT "A"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B8) Resolution No. 17-7 - Approving the Renewal of FDOT Memorandum of Agreement

DEPARTMENT: Public Works

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 17-7 approving the renewal of the Florida Department of Transportation Memorandum of Agreement (AR493-R1), and authorize the Mayor and City Clerk to execute all contract documents as necessary.

SUMMARY: The Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation (FDOT) for rights-of-way maintenance is due to expire on March 31, 2017.

Under this agreement, the FDOT agrees to compensate the City for maintenance performed on state roads such as Dunlawton Avenue, Nova Road and Ridgewood Avenue. The annual compensation amount of \$65,577.00 is paid quarterly. The agreement requires a Resolution be executed and, once approved, will extend the agreement for another three year term, April 1, 2017 through March 31, 2020.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-7	Reso. No. 17-7 2.9.17.pdf
2.	Exhibit "1" to Reso. No. 17-7 - FDOT Contract Renewal Form for MOA term 2017 thru 2020	Reso. No. 17-7 Exhibit 1.pdf
3.	CURRENT AGMT. FDOT Memorandum of Agreement and City Resolution for 2014 to 2017	Reso. No. 17-7 Exhibit 2.pdf
4.	FDOT letter regarding renewal 2017 to 2020	FDOT Letter re Renewal of MOA 2017 thru 2020.pdf
5.	Signed W-9	CITYW9current.pdf

Kynah Cockcroft
Mike Silvey
Alyssa Walker
Branford Adumuah

Created/Initiated - 01/25/2017
Approved - 01/25/2017
Approved - 01/31/2017
Approved - 02/01/2017

Tracey Riehm	Approved - 02/07/2017
Matthew Jones	Approved - 02/09/2017
Jake Johansson	Approved - 02/09/2017
Robin Fenwick	Final Approval - 02/10/2017

RESOLUTION NO. 17-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT RENEWAL OF THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF CERTAIN PORTIONS OF THE RIGHTS-OF-WAY LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, on March 19, 2014, FDOT and the City of Port Orange entered into a Highway Maintenance Memorandum of Agreement (Contract No. AR493) ("Agreement") obligating the City to perform specified maintenance tasks on certain state rights-of-way located within the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a three-year contract renewal of the Agreement, as provided for therein, for a term commencing on April 1, 2017 and expiring on March 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to execute the three-year contract renewal, attached hereto as **Exhibit “1”**.

Section 2. The City Clerk, through the City Manager, is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2017

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AR493 Renewal: (1st, 2nd, etc.) 1st & Final
Financial Project No(s): 244608-1-78-01
County(ies): Volusia

This Agreement made and entered into this _____ day of _____, by and between the State of
Florida Department of Transportation, hereinafter called "Department", and the City of Port Orange
hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 19th day of March, 2014,
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform routine maintenance on
State rights of way.
; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both
parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of
April, 2017 and ending the 31st day of March, 2020
at a cost of \$ 196,731.00

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day,
month, and year set forth above.

City of Port Orange
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

(SEAL)
Name of Surety

City State

By: _____
Florida Licensed Insurance Agent or Date
Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: Director of Transportation Operations

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Exhibit "2"

**THE CITY OF PORT ORANGE
AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

Contract No.: AR493

THIS Agreement, entered into this 19th day MARCH, 2014 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the CITY OF PORT ORANGE, State of Florida, existing under the Laws of Florida, hereinafter called the CITY

WITNESSETH:

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has created roadway, roadside areas and median strips on that part of the State Highway System within the limits of the CITY OF PORT ORANGE, or adjacent to; and

WHEREAS, the CITY hereto is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the CITY, by Resolution No. 14-8 dated the 4th day of March, 2014 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

Name: City of Port Orange

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NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **CITY** shall be responsible for routine maintenance of all shoulders, landscaped and/or turfed areas within DEPARTMENT rights-of-way having limits described by Exhibit "B", or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance to be provided by the **CITY** is defined in **EXHIBIT "C"**, or as defined by subsequent amended definitions agreed in writing by both parties.

2. In the event of a natural disaster (i.e. hurricane, tornado, etc.) or other normal occurrences such as vehicle accidents and hazardous waste spills, the **CITY** and the Department will cooperate and coordinate the use of their respective resources to provide for the clean up, removal and disposal of debris or other substances from the Department's right of way (described in Exhibit "B" or subsequently amended limits mutually agreed to in writing by the parties hereto). The Department shall not deduct from the payment to the **CITY**, costs for impairment of performance of any activity or part thereof defined in Exhibit "C", as a result of such event and the redirection of **CITY** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **CITY**'s right to compensation or reimbursement from any other sources (i.e., FEMA) for the debris removal or other activities of the **CITY** subsequent to a natural disaster or accident.

3. To the extent permitted by Florida law the **CITY** agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the **CITY** during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the **CITY** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or

Name: City of Port Orange

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employees. The Forgoing Provision is not intended to give rise to Rights in any third party to recover damages from the **CITY** nor is it intention to constitute a waiver of sovereign immunity.

4. If, at any time while the terms of this Agreement are in effect, it shall come to the attention of the **DEPARTMENT's** District Director of Transportation Operations, District 5, that the **CITY** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, said Director of Transportation Operations, District 5, may, at his option, issue a written notice in care of the Public Works Director to place said **CITY** on notice thereof. Thereafter the **CITY** shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

(A) Maintain the roadway shoulders, median strip or roadside area declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **CITY** or

(B) Terminate this Agreement in accordance with Paragraph 11 of this Agreement.

5. During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this agreement. Some of those projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the Department will notify the Local Government of the limits of the project and the time frame for the project. During that time and for those limits, the Local Government will be released from its obligation to perform maintenance on those roads and the compensation to be paid under this agreement will be temporarily reduced. The reduction in compensation shall be based on the formula used to

initially compute the amount of compensation under this agreement and the Local Government will be notified of the amount of the reduction as part of the above-referenced notice.

6. The Department agrees to pay to the, **CITY** following a Notice to Proceed, compensation for the cost of maintenance as described under Item 1 of this Agreement. The payment will be in the amount of \$16,394.25 per quarter or a total sum of \$65,577.00 per year. In the event this Agreement is terminated as established by Paragraph 11 herein, payment shall be prorated to the date termination occurs. Detailed quarterly invoices, as provided further herein shall be sent to the Maintenance Contract Engineer of the Department at 1650 North Kepler Rd. Deland, Florida 32724. Delivery shall be effective upon receipt of a proper quarterly invoice and any required, associated documents.

7. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes.

(A) Any penalty for delay in payment shall be in accordance with Section 215.422(3) (b), Florida Statutes. Section 215.422(5), Florida Statutes provides that all purchasing agreements between a state agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

(B) The **CITY** should be aware of the following time frames. Upon receipt, the Department has seven working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has 20 days to deliver a request for payment (voucher) to the Department of Finance. The 20 days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods or services are received, inspected and approved.

(C) If payment is not available within 40 days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the . **CITY** Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **CITY** requests payment. Invoices, which have to be returned to the **CITY**

because of **CITY** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptrollers Hotline, 1-800-848-3792.

8. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

9. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the **CITY**'s general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work, and all other records of the **CITY** and subcontractors considered necessary by the Department for a proper audit of costs.

10. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

11. This Agreement or any part thereof is subject to termination under any one of the following conditions:

(A) In the event the **DEPARTMENT** exercises the option identified by Paragraph 4 of this Agreement.

Name: City of Port Orange

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(B) In the event the Legislature fails to make an annual appropriation to pay for the CITY's services to be performed hereunder.

12. The term of this Agreement commences on the effective date of the Notice to proceed issued to the CITY by the Department's District Maintenance Engineer, District 5, and shall continue for a period of three (3) years from the effective date of issued Notice to Proceed.

This Agreement may be renewed for a period that may not exceed one three (3) year term. Renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

The Renewal shall be made at the discretion and option of the Department and agreed to in writing by both parties; i.e., the Authorized Signatory for the , CITY and the Director of Transportation Operations, District 5, for the DEPARTMENT. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds.

The term of this Agreement may be extended for a period not to exceed six (6) months, upon written Agreement by both parties and subject to the same terms and conditions as applicable for renewal of this Agreement.

13. In the event this Agreement extends beyond the DEPARTMENT'S current Fiscal Year that begins on July 1 of each year and ends on June 30 of each succeeding year, the CITY and the DEPARTMENT mutually agree that the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In addition, Section 339.135(6)(a) of the Florida Statutes is incorporated by reference, and set forth herein below as follows:

F.S. " 339.135(6)(a)" - The DEPARTMENT, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such Contract or other binding commitment of funds. Nothing herein contained shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the DEPARTMENT which are for an amount in excess of \$25,000 and having a term for a period of more than one (1) year.

14. All work done on the DEPARTMENT rights-of-way shall be accomplished in accordance with the Department of Transportation Manual on Uniform Traffic Control Devices and The Department of Transportation DESIGN STANDARDS, current edition.

15. This writing embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

16. This Agreement is nontransferable and nonassignable in whole or in part without consent of the DEPARTMENT.

17. This Agreement shall be governed by and construed according to the laws of the State of Florida.

18. 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit

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bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

19. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

20. E-Verify – the CITY shall:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and
2. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

EXHIBIT "A"

RESOLUTION

Name: City of Port Orange

FIN NO.:

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RESOLUTION NO. 14-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE RIGHT-OF-WAYS LOCATED ON RIDGEWOOD AVENUE (SR 5), NOVA ROAD (SR 5A), DUNLAWTON AVENUE (SR 421), THE CAUSEWAY (SR A1A) AND PENINSULA DRIVE (SR 441); DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation has created roadway and roadside areas and median strips on portions of State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for maintaining State right-of-ways located within the City limits; and

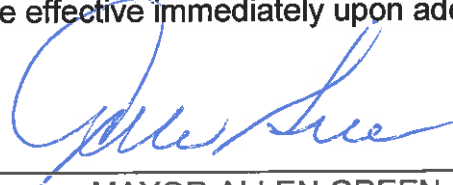
WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement between the City of Port Orange and the Florida Department of Transportation for right-of-way areas specified in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a Highway Maintenance Memorandum of Agreement and any mutually agreed upon renewals, between the City of Port Orange and the Florida Department of Transportation for maintenance of State right-of-ways specified in the agreement, a copy of which is attached hereto as Exhibit "1."

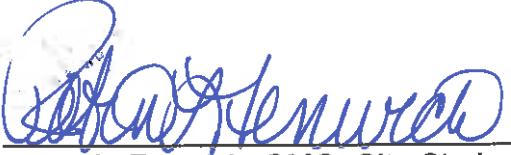
Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolutions shall become effective immediately upon adoption.



MAYOR ALLEN GREEN

ATTEST:



Robin L. Fenwick, CMC, City Clerk

Adopted on the 4 day of March, 2014.

Reviewed and Approved:



City Attorney

EXHIBIT "B"

THE ROADWAYS INCLUDED IN THIS AGREEMENT ARE:		
SECTION NUMBER	STATE ROAD	DISCRIBTION
79010000	SR-5 (US-1)	From Rose Bay Bridge (MP 24.727) to North City Limits (MP 28.100)
79190000	SR-5A (Nova Rd)	From SR-5 (US-1) (MP 0.000) to Canal View Blvd. (MP 3.168)
79230000	SR-421	South City Limits to SR 5 (MP 0.000-0.155)
79230000	SR-421 (Dunlawton Ave.)	I-95 interchange from (MP 0.331-4.001)
79180000	SR-A1A	From SR-5 (US-1) (MP 0.000) to Peninsula Dr. (MP 1.079) Includes High Rise Bridge
79260000	SR-441 (Peninsula Dr.)	From SR-A1A (MP 0.000) to North City Limits (MP 0.545)

Name: City of Port Orange

FIN NO.:

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Rev 12/20/2013

EXHIBIT "C"

<u>ACTIVITY</u>	<u>DESCRIPTION</u>
-----------------	--------------------

471	Large Machine Mowing
482	Slope Mowing
485	Small Machine Mowing
487	Weed Control (Manual)
490	Fertilizing
492	Tree Trimming and Removal
494	Chemical Weed and Grass Control
497	Chemical Weed and Grass Control (Brdcst)
541	Roadside Litter Removal
542	Road sweeping (Manual)
543	Road sweeping (Mechanical)
545	Edging and Sweeping

Notes: Section 79230000 - SR 421 Dunlawton Avenue, does not include the maintenance of the interchange at SR 9 (I-95) M.P. 0.155-0.331.

Name: City of Port Orange

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF PORT ORANGE, FL.
(AGENCY)

By: [Signature] 3/4/14
(Date)

Attest: [Signature] (SEAL)
(SEAL) 3/4/14
(Date)

LEGAL REVIEW

[Signature] 3/4/14
Legal Approval (Date)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature] 3-19-2014
Director of Transportation Operations
District Five (Date)

Attest: _____
Executive Secretary (Date)

LEGAL REVIEW

[Signature] 3 17 14
District Counsel (Date)

11-1000-1
District Maintenance Engineer Approval
[Signature] 3/17/2014
(Date)

Name: City of Port Orange FIN NO.: 244608-1-78-01 CONTRACT NO.: AR493 _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) City of Port Orange		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☒ Other (see instructions) ▶ Municipal Government	Exemptions (see instructions): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any)	
Address (number, street, and apt. or suite no.) 1000 City Center Circle		Requester's name and address (optional)
City, state, and ZIP code Port Orange, FL 32129		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
5	9	-	6	0	0	0	4	1 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Stella Schumacher, Comptroller</i>	Date ▶ <i>1/16/14</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JIM BOXOLD
SECRETARY

Mr. Branford N. Adumuah
Director, Public Works
407 Virginia Ave.
Port Orange, FL. 32127

Re: Memorandum of Agreement, City of Port Orange
Contract # AR493-R1 Renewal
FM# 244608-1-78-01

Dear Mr. Adumuah:

Our current agreement will expire on 3/31/2017. Enclosed is a copy of our Contract Renewal Form for the final renewal of our contract. Please obtain original signatures and return to our office by March 10, 2017.

I have also included updated information we will need for this renewal. A new resolution will need to be returned with this renewal. I've attached a sample resolution for your convenience. Please complete and return the W-9 for our records. Please make sure the person authorized to sign the Renewal per the new Resolution be the same person to execute the forms.

If you have any questions, please contact me at (386) 740-3404.

Sincerely,

Thomas Russ

Contracts/Permits Coordinator

FDOT Deland Operations

386-740-3404

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Port Orange	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Municipal Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 1000 City Center Circle	Requester's name and address (optional)
6 City, state, and ZIP code Port Orange, FL 32129	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
5	9		-	6	0	0	0	4	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Tracey Rubi*

Date ▶ *5/10/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B9) Resolution No. 17-8 - 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

DEPARTMENT: Police Services

GOAL: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 17-8 accepting grant funds from the Florida Department of Law Enforcement in the amount of \$8,652.

SUMMARY: The Port Orange Police Department has been awarded grant funds from the Florida Department of Law Enforcement 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,652. In order to raise awareness and increase compliance with the posted speed limits without placing an increased demand on the Traffic Unit, the Police Department proposes to purchase two (2) Portable Speed Signs. The total cost is \$11,710 including shipping.

Grant Capital Account - #001-3200-521-64-22 - \$8,652.00
Police Forfeiture Account #607-3200-521-64-00 - \$3,058.00

Project No.: Funding Account No.: 001-3200-521.64-22
607-3200-521.64-00

ATTACHMENTS:

1.	Reso. No. 17-8	Reso. No. 17-8.pdf
2.	2016 JAG Grant	2016 Edward Byrne Memorial Justice Assistance Grant.pdf

Debbie Grabowski
William Proctor
Thomas Grimaldi
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/18/2017
Approved - 01/18/2017
Approved - 01/19/2017
Approved - 01/21/2017
Approved - 02/07/2017
Approved - 02/07/2017
Final Approval - 02/08/2017

RESOLUTION NO. 17-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE MAYOR AND CITY COUNCIL TO
ACCEPT FINANCIAL GRANT ASSISTANCE FROM THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM; ACCEPTING GRANT FUNDING;
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department applied for a Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant to raise awareness and increase compliance with the posted speed limits; and

WHEREAS, the Port Orange Police Department proposes to utilize the grant funds to purchase two (2) portable speed signs; and

WHEREAS, the City Council of the City of Port Orange desires to accept the financial grant assistance from FDLE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby approves and accepts the FDLE 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,652.00.

Section 2. The Mayor and the City Clerk of the City of Port Orange are hereby authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2017

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



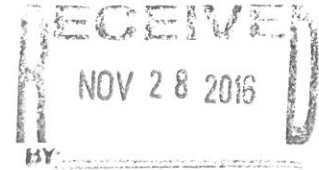
Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

November 21, 2016



Honorable Allen Green
Mayor
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program – Florida JAG Direct

Dear Mayor Green:

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for FFY 2016 JAG funds. These grant funds are distributed to units of local government based on local population and crime statistics reported to FDLE. The intent and purpose of the JAG program is to improve the criminal justice system, reduce crime and improve public safety; and projects may be funded under any one of the JAG purpose areas.

FDLE has allocated \$8,652 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Submissions that do not comply with the attached instructions or do not include all required information will be returned for revision or will have a special condition withholding funds placed on the grant at the time of award.

Recipients must apply online using FDLE's grant management system, Subgrant Information Management ON-line (SIMON). The Announcement Code for this application is **JAGD1617**, and is required to access the application in SIMON. The deadline to apply is **Friday, December 23, 2016** after which time the announcement code will be deactivated. In addition to the electronic submission, recipients must print the completed application with accompanying certifications and submit two hard copies with original signatures by **Friday, December 30, 2016** to the attention of the JAG Unit at FDLE's Office of Criminal Justice Grants, 2331 Phillips Road, Tallahassee, FL 32309.

Our office is available Monday through Friday, 8:00a.m.– 5:00p.m. EDT at (850) 617-1250 to assist with any questions. For issues relating to SIMON, please contact Government Analyst Tim Colletti at (850) 617-1258. For questions regarding your proposal or the JAG program, please contact Senior Management Analyst Supervisor Randall Smyth or me at (850) 617-1250.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/rs

cc: Local Law Enforcement Agency



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B10) Resolution No. 17-9 - Budget Appropriation - Police Grant
*\$8,652 Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-9.

SUMMARY: Resolution No. 17-9 - Budget Appropriation - Police Grant
*\$8,652 Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) which will be used to purchase 2 (two) portable speed signs.

The Port Orange Police Department has been awarded grant funds from the Florida Department of Law Enforcement 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$8,652. In order to raise awareness and increase compliance with the posted speed limits without placing an increased demand on the Traffic Unit, the Police Department proposes to purchase two (2) Portable Speed Signs. The total cost is \$11,710 including shipping.

Grant Capital Account - #001-3200-521-64-22 - \$8,652.00

Police Forfeiture Account #607-3200-521-64-00 - \$3,058.00 (already budgeted)

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-9 - Budget Appropriation	Reso. No. 17-9.pdf
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Lisa Pallante
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 02/08/2017
Approved - 02/08/2017
Approved - 02/09/2017
Approved - 02/09/2017
Final Approval - 02/10/2017

RESOLUTION NO. 17-9

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS TO BUDGET FOR
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
(FDLE) 2016 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT (JAG); SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council approved FDLE 2016 Edward Byrne Memorial JAG grant for the purpose of purchasing two (2) portable speed signs; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

FY2017 General Fund 001

Prepared: February 8, 2017

Finance: Lisa Pallante

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)	\$ 8,652
Total Revenues:	<u><u>\$ 8,652</u></u>
<u>Expenditures:</u>	
Public Safety	\$ 8,652
	-
	-
	-
Total Expenditures:	<u><u>\$ 8,652</u></u>

To budget for Florida Department of Law Enforcement (FDLE) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) which will be used to purchase 2 (two) portable speed signs.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B11) Report of Hurricane Matthew Leak Adjustments

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to accept the report of Hurricane Matthew related adjustments.

SUMMARY: On November 1, 2016 Resoution 16-74 was signed allowing the City to forego collection of potable water, sewer and reclaimed water charges related to damage associated with Hurricane Matthew. In accordance with Council's action, City staff has processed 97 adjustments totaling \$28,329.25. A report of those adjustments is attached.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution 16-74	RESOLUTION 16-74 Hurricane Matthew leak adjustments.pdf
2.	Hurricane Matthew Public Utilities Adjustments	Public Utilities-Hurricane Matthew Water Adjustments Report to Council 2-17-17.pdf

Tracey Riehm
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 01/21/2017
Approved - 01/21/2017
Approved - 02/07/2017
Approved - 02/07/2017
Final Approval - 02/07/2017

RESOLUTION NO. 16-74

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING ADJUSTMENTS FOR UTILITY CHARGES INCLUDING POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER CHARGES INCURRED BETWEEN OCTOBER 6, 2016 AND ON OR ABOUT NOVEMBER 11, 2016 AS A RESULT OF DAMAGES TO PRIVATE PROPERTY FROM HURRICANE MATTHEW; AUTHORIZING THE ADJUSTMENTS IN A TOTAL AMOUNT NOT TO EXCEED THE CITY REQUIREMENTS FOR THE DEBT SERVICE RATIO FOR ALL OUTSTANDING BOND COVENANTS RELATING THERETO; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hurricane Matthew Storm event damaged numerous properties within the City of Port Orange; and

WHEREAS, several private real property owners incurred damage to their potable water service lines as a result of the storm, uprooted or fallen trees and other storm related causes; and

WHEREAS, the City Council acknowledges that city ordinances require the collection of charges for potable water utilities delivered to the private property meter; and that the utility line between the meter and the occupied property is the responsibility of the property owner; and that the property owner is responsible for repair of the privately owned line and for payment of the charges for all water, including water lost from leaks, breakage or other damage to the water service line; and

WHEREAS, the billing cycle for all city potable water, sanitary sewer and reclaimed water customers is generally a 30 day four part billing cycle; and

WHEREAS, the City Council intends to limit the recovery of lost water to the time period between October 6, 2016 to November 11, 2016 or until the fourth part of the billing cycle is completed, whichever occurs first; and

WHEREAS, the City Council acknowledges that the potable water system revenues have been bonded and that the city is required to administer the collection of the associated customer charges as bonded revenues with adherence to the debt service ratio bond covenants for system revenues and operating expenses; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to provide a limited adjustment to the collection of potable water charges as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA as follows:

SECTION 1. The City Council hereby authorizes the City Manager to forego and write-off collection of potable water, sanitary sewer and reclaimed water charges incurred between October 6, 2016 and November 11, 2016 for Hurricane Matthew storm related damage to city utility service lines on private property as described herein. The adjustment shall not exceed four consecutive calendar days of utility charges.

SECTION 2. The City Manager shall establish, implement and administer procedures to establish the validity of each application for the limited adjustment to the utility charges resulting from storm damage.

SECTION 3. The Finance Director shall process all qualified customer adjustments within 90 days of receipt of the report and substantiation of the loss; and shall not assess penalty charges for any invoice charge that qualifies for the adjustment.

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

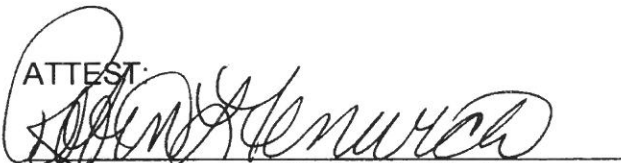
SECTION 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 6. This resolution shall become effective immediately upon adoption.



MAYOR ALLEN GREEN

ATTEST:



Robin L. Fenwick, CMC, City Clerk

Adopted on the *1st* day of *November, 2016.*

Reviewed and Approved:



Margaret T. Roberts, City Attorney

Hurricane Matthew Adjustment List

#	Address	Amount	#	Address	Amount
1	6497 Spruce Creek Rd	\$ 4,100.53	51	808 Banbury Dr	\$ 127.51
2	4615 Spruce Creek Rd	\$ 1,996.71	52	3168 S Peninsula Dr	\$ 123.28
3	3116 S Peninsula	\$ 1,835.80	53	6226 Shoreline Dr	\$ 116.34
4	5549 Lancewood Dr	\$ 885.08	54	447 Pendrey Dr (SP)	\$ 115.15
5	5564 Nova Rd	\$ 882.67	55	303 Sagewood Dr	\$ 107.05
6	5971 Broken Bow Ln	\$ 800.27	56	1244 Harbor Point Dr	\$ 100.92
7	1049 Azalea Pointe Dr	\$ 788.48	57	4223 S Peninsula Dr	\$ 100.18
8	3130 S Peninsula Dr	\$ 696.93	58	110 Crowell St	\$ 99.68
9	3008 S Peninsula Dr	\$ 623.53	59	4450 Spuce Creek	\$ 99.68
10	3006 S Peninsula Dr	\$ 576.33	60	3172 S Peninsula Dr	\$ 98.78
11	2269 La Rosa Ln	\$ 575.87	61	3915 Nova Rd	\$ 94.57
12	6 Talo Cir	\$ 564.43	62	4180 Ridgewood Ave	\$ 94.57
13	112 Venetian Way	\$ 549.07	63	3150 S Peninsula Dr	\$ 85.55
14	3244 Riverview Ln	\$ 490.51	64	1131 Squirrel Nest Ln	\$ 84.63
15	2906 River Point Dr	\$ 478.88	65	3513 S Atlanitc Ave	\$ 84.21
16	5861 Riverside Dr	\$ 475.55	66	5412 Landis Ave	\$ 77.56
17	3004 S Peninsula Dr	\$ 458.28	67	3788 Emilia Dr	\$ 77.17
18	6011 Gladys St	\$ 454.08	68	3800 Emilia Dr	\$ 76.59
19	3056 S Peninsula Ave	\$ 428.80	69	850 Bobcat Tr	\$ 76.32
20	5 Talo Cir	\$ 425.20	70	3034 S Peninsula Dr	\$ 75.85
21	3876 Esplanade Ave	\$ 404.79	71	3752 Cardinal Blvd	\$ 75.85
22	1815 Forest Preserve Blvd	\$ 378.20	72	417 Jefferson	\$ 74.92
23	2922 River Point Dr	\$ 373.92	73	846 Bears Tr	\$ 72.57
24	783 Sugar Cane Ln	\$ 352.18	74	4236 S Peninsula Dr	\$ 72.32
25	482 Nash Ln	\$ 346.73	75	3228 Riverview Ln	\$ 71.00
26	3028 S Peninsula Dr	\$ 345.53	76	2292 La Rosa Ln	\$ 69.03
27	2908 River Point Dr	\$ 330.28	77	433 Laurie Ave	\$ 68.95
28	2910 River Point Dr	\$ 284.08	78	3654 Clara St	\$ 51.71
29	208 Venetian Way	\$ 274.97	79	4478 Hidden Village Dr	\$ 51.70
30	410 Charles St	\$ 266.09	80	5236 Taylor Ave	\$ 49.07
31	5691 Ridgewood Ave	\$ 260.95	81	6772 Calistoga Cir	\$ 43.09
32	3060 S Peninsula	\$ 260.65	82	1833 Big Crane Loop	\$ 43.09
33	5420 Oates Ave	\$ 240.60	83	116 Dunlawton Ave B/C	\$ 40.10
34	4008 S Atlantic Ave	\$ 239.03	84	3933 S Atlantic Ave	\$ 36.09
35	3046 S Peninsula Dr	\$ 236.48	85	5997 Seminole Woods Dr	\$ 34.48
36	3022 S Peninsula Dr	\$ 227.93	86	1052 Tompkins Dr	\$ 34.47
37	950 Sand Crest Dr	\$ 222.47	87	3333 Ridgewood Ave D14	\$ 34.47
38	6273 Paradise Island Ct	\$ 220.47	88	5615 Rogers Ave	\$ 34.47
39	5435 James Dr	\$ 216.12	89	610 Powers Ave	\$ 25.85
40	2904 S Peninsula Dr	\$ 193.98	90	3054 S Peninsula Dr	\$ 24.25
41	4004 Cardinal Blvd	\$ 187.73	91	740 Dunlawton Ave	\$ 18.48
42	5447 Ward Lake Dr	\$ 166.68	92	5445 Ward Lake Dr	\$ 17.24
43	127 Dottie Ave	\$ 160.93	93	5914 Wishing Well Dr	\$ 17.24
44	5445 Pineland Ave	\$ 159.96	94	4498 Halifax Dr	\$ 13.76
45	116 Venetian Way	\$ 159.40	95	811 Del Prado Ln	\$ 8.61
46	3100 S Peninsula Dr	\$ 159.14	96	5699 Rogers Ave	\$ 5.98
47	102 Venetian Way	\$ 152.09	97	5814 Nob Hill Blvd	\$ 4.27
48	5596 Ridgewood Ave	\$ 141.86	TOTAL		\$ 28,329.25
49	5242 Riverside Dr	\$ 136.38			
50	5347 Ridgewood Ave	\$ 133.98			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B12) Major Special Event Request - Hold Fast Tattoo - 5153 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Major Special Event request for Hold Fast Tattoo located at 5153 South Ridgewood Avenue subject to the conditions outlined in the attached report.

SUMMARY: Mr. Norton, owner of Hold Fast Tattoo, requests approval of a Major Special Event to be held during Bike Week 2017. The proposed event is planned for a seven (7) day period from Sunday, March 12, through Saturday, March 18, 2017. The proposed hours for the event are from 3:00 p.m. until 8:00 p.m. on March 18, 2017, and from 12:00 p.m. to 6:00 p.m. on March 12 through March 17, 2017. This will be the first Special Event for Hold Fast Tattoo in 2017.

Mr. Norton intends to hold a charitable event to include a bike show and a live band on March 18, 2018, as well as a bike wash from March 12 through March 17, 2017. The applicant states that all proceeds and donations will be made to the National Kidney Foundation of Florida.

Mr. Norton has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Hold Fast- Bike Week 2017.pdf
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Amanda Bonin
Wayne Clark
Thomas Grimaldi

Created/Initiated - 01/27/2017
Approved - 01/27/2017
Approved - 01/30/2017

Jake Johansson
Robin Fenwick

Approved - 01/30/2017
Final Approval - 01/30/2017



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Bike Week 2017

OWNER/APPLICANT: Chris Norton

EVENT LOCATION: Hold Fast Tattoo - 5153 South Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Enforcement Officer

CITY COUNCIL DATE: February 21, 2017

INTRODUCTION:

Chris Norton, owner of Hold Fast Tattoo, 5153 South Ridgewood Avenue, requests approval for a Major Special Event to be held during Bike Week 2017. The proposed event is planned for a seven (7) day period from Sunday, March 12, through Saturday, March 18, 2017. The proposed hours for the event are from 3:00 p.m. until 8:00 p.m. on March 18, 2017, and from 12:00 p.m. to 6:00 p.m. on March 12 through March 17, 2017. This will be the first Special Event for Hold Fast Tattoo in 2017.

CASE BACKGROUND:

Normal operations of Hold Fast Tattoo will continue. The outdoor activities for this event, intended to target the crowd attending Bike Week 2017, include a bike show and a live band on March 18, 2017, and a bike wash on March 12 through March 17, 2017. The applicant states that all proceeds and donations will be made to the National Kidney Foundation of Florida.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. Hold Fast Tattoo shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 10, 2017, through Sunday, March 19, 2017. This is the first Special Event for Hold Fast Tattoo in 2017.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

Staff recommends approval of Hold Fast Tattoo's Special Event request, subject to the following conditions:

1. Hours for the event shall be from 3:00 p.m. until 8:00 p.m. on March 18, 2017, and from 12:00 p.m. to 6:00 p.m. on March 12, through March 17, 2017.
2. Where fences are required to delineate parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
4. Hold Fast Tattoo shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, Hold Fast Tattoo must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Provisions and Standards of the City's *Body Art Ordinance*.
 - c. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - d. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
5. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48)

hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

6. If any outdoor lighting or other structural features are to be installed in association with this event, Hold Fast Tattoo shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
7. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
8. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
9. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of Hold Fast Tattoo to maintain access for emergency vehicles.
10. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
11. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
12. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. Hold Fast Tattoo shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
13. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of Hold Fast Tattoo at the rate of \$40.00 per hour with a minimum of three hours.
14. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
15. A temporary sign permit shall be required for the one (1) banner permitted for this event.
16. No trees shall be removed and care shall be taken to protect landscaped areas.

17. Hold Fast Tattoo shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
18. Repair of any disturbance of public right-of-way shall be the sole responsibility of Hold Fast Tattoo.
19. It is Hold Fast Tattoos' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
20. Hold Fast Tattoo shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
21. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
22. The \$250.00 surety bond must be paid in full before issuance of permit.

DISTRIBUTION LIST

Beau Gardner, Interim Fire Marshal
Sgt. Steven Braddock, Police Dept.
Allan Tischler, Building
Gwen Perney, Planner
Mike Silvey, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B13) Major Special Event Request – The Boat of Port Orange – 5395 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the ten-day Special Event request for The Boat of Port Orange located at 5395 South Ridgewood Avenue, subject to the conditions outlined in the attached report.

SUMMARY: Mr. Tony Annatone, owner of The Boat of Port Orange, requests approval of a Special Event to be held during Bike Week 2017. The proposed event is planned for a seven (7) day period from Sunday, March 12, through Saturday, March 18, 2017. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. This will be the first Special Event for The Boat of Port Orange in 2017.

The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 10, 2017, through Sunday, March 19, 2017.

The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - The Boat of PO - Bike Week '17.pdf
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Amanda Bonin
Wayne Clark
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 01/27/2017
Approved - 01/27/2017
Approved - 01/30/2017
Approved - 01/30/2017
Final Approval - 01/30/2017



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Bike Week 2017

OWNER/APPLICANT: Tony Annatone

EVENT LOCATION: The Boat of Port Orange – 5395 South Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Enforcement Officer

CITY COUNCIL DATE: February 21, 2017

INTRODUCTION:

Tony Annatone, owner of The Boat of Port Orange, 5395 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2017. The proposed event is planned for a seven (7) day period from Sunday, March 12, through Saturday, March 18, 2017. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily, with outside music ending at 10:00 p.m.

CASE BACKGROUND:

Normal operations of The Boat of Port Orange will continue. No vendors have been requested for this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2017, including a cookout on March 12, 2017, and March 18, 2017, as well as an outside band. Port-o-let facilities are proposed for the event, along with private security provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Boat of Port Orange shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Bike Week 2017, with recognized dates Friday, March 10, through Sunday, March 19, 2017. This is the first Special Event for The Boat of Port Orange in 2017.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

Staff is not aware of any issues during recent events at The Boat of Port Orange.

Staff recommends approval of The Boat of Port Orange Special Event request, subject to the following conditions:

1. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The Boat of Port Orange also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of The Boat of Port Orange's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
5. The Boat of Port Orange shall be responsible for coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
6. The Boat of Port Orange shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Boat of Port Orange must screen all participating vendors to ensure compliance with but not limited to the following:

- a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
7. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
 8. If any outdoor lighting or other structural features are to be installed in association with this event, The Boat of Port Orange shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
 9. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
 10. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
 11. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Boat of Port Orange to maintain access for emergency vehicles.
 12. The Boat of Port Orange shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*

13. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
14. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
15. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Boat of Port Orange shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Boat of Port Orange at the rate of \$40.00 per hour with a minimum of three hours.
17. The Boat of Port Orange shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Boat of Port Orange and the Police Department and paid to the City prior to issuance of the permit.
18. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
19. A temporary sign permit shall be required for the one (1) banner permitted for this event.
20. No trees shall be removed and care shall be taken to protect landscaped areas.
21. The Boat of Port Orange shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
22. Repair of any disturbance of public right-of-way shall be the sole responsibility of The Boat of Port Orange.
23. It is The Boat of Port Oranges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
24. The Boat of Port Orange shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

26. The \$250.00 surety bond must be paid in full before issuance of permit.

DISTRIBUTION LIST

Beau Gardner, Fire Marshal
Sgt. Steven Braddock, Police Dept.
Allan Tischler, Building
Gwen Perney, Planner
Mike Silvey, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B14) Major Special Event Request - The Last Resort Bar - 5812 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the ten day Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue, subject to the conditions outlined in the attached report.

SUMMARY: Mr. Al Bulling, owner of The Last Resort Bar, requests approval of a Special Event to be held during Bike Week 2017. The proposed event is planned for a ten (10) day period from Friday, March 10, through Sunday, March 19, 2017. The proposed hours for the event are from 11:00 a.m. until 10:00 p.m., daily. This will be the first Special Event for The Last Resort Bar in 2017.

The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 10, 2017, through Sunday March 19, 2017.

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, **and the attached conditions do not permit the extra hour.**

Mr. Bulling has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Last Resort - Bike Week 2017.pdf
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Amanda Bonin

Created/Initiated - 01/27/2017

Wayne Clark	Approved - 01/27/2017
Thomas Grimaldi	Approved - 01/30/2017
Jake Johansson	Approved - 01/30/2017
Robin Fenwick	Final Approval - 01/30/2017



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Bike Week 2017

OWNER/APPLICANT: Al Bulling

EVENT LOCATION: The Last Resort Bar - 5812 South Ridgewood Ave.

STAFF CONTACT: Amanda Bonin, Code Enforcement Officer

CITY COUNCIL DATE: February 21, 2017

INTRODUCTION:

Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2017. The proposed event is planned for a ten (10) day period from Friday, March 10, through Sunday, March 19, 2017. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. The event is planned for the property currently occupied by The Last Resort Bar at 5812 South Ridgewood Avenue.

CASE BACKGROUND:

Normal operations of The Last Resort Bar will continue. Twenty (20) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2017, include the sale of T-shirts, leather, bike accessories, food, and alcohol along with private security provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Bike Week 2017, with recognized dates Friday, March 10, through Sunday, March 19, 2017. This is the first Special Event for The Last Resort Bar in 2017.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

ADDITIONAL REQUESTS:

The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 10, 2017, through Sunday, March 19, 2017.

Mr. Bulling is requesting a time extension for outside music on the last Friday and Saturday night of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and **the attached conditions do not permit the extra hour.**

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The Last Resort Bar has requested that the surety bond be waived due to the past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years.

Staff recommends approval of The Last Resort Bar Special Event request, subject to the following conditions:

1. Hours for the event shall be from 11:00 a.m. to 10:00 p.m. The Last Resort Bar also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.

4. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
5. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Last Resort Bar must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
 - e. Provisions and Standards of the City's *Body Art Ordinance*.
 - f. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - g. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
6. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
7. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
8. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

9. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
10. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.
11. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1), shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
12. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.
16. The Last Resort Bar shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort and the Police Department and paid to the City prior to issuance of the permit.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for the one (1) banner permitted for this event.
19. No trees shall be removed and care shall be taken to protect landscaped areas.
20. The Last Resort Bar shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.

21. Any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.
22. It is The Last Resort Bars' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
23. No more than the requested twenty (20) vendors shall be on this site.
24. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
25. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
26. The \$250.00 surety bond must be paid in full before issuance of permit.

DISTRIBUTION LIST

Beau Gardner, Interim Fire Marshal
Sgt. Steven Braddock, Police Dept.
Allan Tischler, Building
Gwen Perney, Planner
Mike Silvey, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B15) Major Special Event Request – First Turn Steakhouse & Lounge – 5236, 5204, & 5164 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the ten-day Special Event request for The First Turn Steakhouse & Lounge located at 5236 South Ridgewood Avenue, 5204 South Ridgewood Avenue, and 5164 South Ridgewood Avenue subject to the conditions outlined in the attached report.

SUMMARY: Mr. Rick Hilliard, owner of The First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Bike Week 2017. The proposed event is planned for a ten (10) day period from Friday, March 10, through Sunday, March 19, 2017. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. This will be the first Special Event for The First Turn Steakhouse & Lounge in 2017.

The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 10, 2017, through Sunday March 19, 2017.

Mr. Hilliard has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. **If City Council prefers to waive the surety bond, the conditions would need to be modified.** Staff is not aware of any issues during recent events at The First Turn Lounge.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - First Turn- Bike Week '17.pdf
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Amanda Bonin
Wayne Clark
Thomas Grimaldi

Created/Initiated - 01/27/2017
Approved - 01/27/2017
Approved - 01/30/2017

Jake Johansson
Robin Fenwick

Approved - 01/30/2017
Final Approval - 01/30/2017



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Bike Week 2017

OWNER/APPLICANT: Rick Hilliard

EVENT LOCATION: The First Turn Steakhouse & Lounge –
5236, 5204, & 5164 South Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Enforcement Officer

CITY COUNCIL DATE: February 21, 2017

INTRODUCTION:

Rick Hilliard, owner of The First Turn Steakhouse & Lounge, 5236 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2017. The proposed event is planned for a ten (10) day period from Friday, March 10, through Sunday, March 19, 2017. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily, with outside music ending at 10:00 p.m.

CASE BACKGROUND:

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2017, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with private security provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Bike Week 2017, with recognized dates Friday, March 10, through Sunday, March 19, 2017. This is the first Special Event for The First Turn Steakhouse & Lounge in 2017.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years. **If City Council prefers to waive the surety bond, the conditions would need to be modified.** Staff is not aware of any issues during recent events at The First Turn Steakhouse & Lounge.

Staff recommends approval of The First Turn Steakhouse & Lounge Special Event request, subject to the following conditions:

1. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
4. A copy of The First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
5. The First Turn Steakhouse & Lounge shall be responsible for coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.

6. The First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
7. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
8. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
9. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
10. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
11. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.

12. The First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
13. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
14. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
15. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The First Turn Steakhouse & Lounge at the rate of \$40.00 per hour with a minimum of three hours.
17. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
18. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
19. A temporary sign permit shall be required for the one (1) banner permitted for this event.
20. No trees shall be removed and care shall be taken to protect landscaped areas.
21. The First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
22. Repair of any disturbance of public right-of-way shall be the sole responsibility of The First Turn Steakhouse & Lounge.

23. It is The First Turn Steakhouse & Lounges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
24. No more than the requested twelve (12) vendors shall be on this site.
25. The First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
26. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
27. The \$250.00 surety bond must be paid in full before issuance of permit.
28. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for The First Turn Steakhouse & Lounge. These properties are only used for additional parking. Signs stating "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.

DISTRIBUTION LIST

Beau Gardner, Fire Marshal
Sgt. Steven Braddock, Police Dept.
Allan Tischler, Building
Gwen Perney, Planner
Mike Silvey, Public Works
File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (B16) Approval to apply for an FDOT Grant

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve/authorize City Staff to apply for said grant.

SUMMARY: FDOT Highway Safety Grant to possibly obtain two additional motor officers in the Traffic Unit, funding for DUI patrols, and traffic enforcement equipment. See attachment for request details.

Entities interested in applying for NHTSA funding through FDOT's State Safety Office submit concept papers describing their proposed efforts between January 1 and the last day of February for the next award cycle beginning October 1. Subgrants are awarded on a federal fiscal year basis (October 1 – September 30), and require performance measure delivery and reporting. Local subgrants are usually not funded for more than three consecutive years in a given priority area, however evaluation and selection is done on an annual basis, so there is no guarantee that a local subgrant will be funded consecutively or for more than one year.

If we request and are awarded funds for additional motor officer it would defer our personnel costs for already planned growth for 1-3 years. We are working with our grants manager to look into the feasibility of obtaining funding for the full time officers. If it is not feasible or recommended then we will omit the officers and ask for overtime hours funding to increase our chances for grant approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	FDOT Highway Safety Grant	FDOT Grant Request to Council.docx
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Robin Fenwick
William Proctor
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 02/03/2017
Approved - 02/03/2017
Approved - 02/06/2017
Approved - 02/09/2017
Final Approval - 02/09/2017



PORT ORANGE POLICE DEPARTMENT

4545 CLYDE MORRIS BOULEVARD
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5870
FAX (386) 756-5311
www.port-orange.org

CHIEF THOMAS R. GRIMALDI

January 26, 2017

Re: 2017 Florida Department of Transportation (FDOT) Grant

Mayor Burnette and City Council,

In 2016, I submitted a five-year plan outlining the future growth of the Police Department to keep pace with the high level of service demands from our citizens. As the City of Port Orange grew to over 60,000 residents this past year and prepares for approximately an additional 1,000 residences in 2017¹, the growth of the Police Department is vital to our community's quality of life.

The most immediate area identified for growth within the Police Department is our Traffic Unit. Currently we have four traffic unit officers and one supervisor, which is the same staffing that we had since 1991. According to POPD records, in 2016 we experienced a 6% increase in traffic crashes. The Florida Department of Transportation (FDOT) reports that the City of Port Orange is ranked in the highest 25% in 8 of the 9 categories that they monitor, including:²

- Serious Injuries or Fatalities
- Distracted Driving
- Drivers 65+
- Impaired Driving
- Motorcycle Related Crashes
- Pedestrian or Bicycle related Crashes
- Speed or Aggressive Driving
- Teen Drivers

A meeting with FDOT to discuss grant opportunities for the Port Orange Police Department has led us to the Florida Highway Safety Grant sponsored by the FDOT. The grant will provide for two additional traffic unit officers, which would be 100% funded in the first year of the grant, which will ultimately provide for a savings of approximately \$140,00 during the first year. Keeping in line with the philosophy of adding staff to keep up with demands, this grant provides our City with an opportunity to have the grant pay the full costs (salary and benefits) for the first year, rather than utilizing tax payer funds during that time. The City shall incur the costs after that.

We will also request funding to staff DUI enforcement patrols, and additional traffic enforcement related equipment, such as electronic speed signs, message boards, and crash investigation tools from the same grant.

I am requesting City Council's approval to apply for said grant.

Sincerely,

Thomas R. Grimaldi

Thomas R. Grimaldi

¹ City of Port Orange Community Development

² FDOT FY2018 Highway Safety Matrix – Ranking of Florida Cities



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (C17) 3893 Sunset Cove Drive-Requesting a reduction of high unexplained water consumption.

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: High Consumption of 25000 gallons of potable water registering every other day(September 15-September 22) at the same time of day (1:00 am to 9:00 am).(Consumption report attached)

Mr. .Estep claims that it is impossible for his small family to have used this much water , especially during those hours. We asked him about watering his lawn, and he stated that he closely monitors his water consumption and he has never used the water for that purpose since he moved into the home . He also stated that his sprinkler timer has never been turned on. Sunset Cove Development does not have Reclaimed Water as the developer chose not to install it at the time the houses were built.

Mr. Estep feels that his meter malfunctioned. A meter bench test was performed and the results show the meter is working properly (see attached).

Mr. Estep was given an adjustment for the sewer portion of his bill according to ORD,NO.2015-5 Sec.2.240 F (3) for \$27.10 (see attached).

A payment plan was offered and accepted by Mr.Estep to assist him in meeting his utility bill obligations.

We continue to help Mr. Estep with his issue by working with him and his neighbor to find the problem but we are assured that the issue occurred beyond his meter. The leak stopped shortly after we made them aware of the leak.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Consumption Report	3893 Sunset Cove consumption Report.pdf
2.	Bench Test	3893 Sunset Cove bench test.pdf
3.	Adjustment Paperwork	3893 Sunset Cove Adjustment.pdf
4.	Resolution 2015-5, Sec,2,240 F (3)	ORD 2015-5.pdf
5.	September Utility bill	3893 Sunset Cove September water bill.pdf
6.	October Utility Bill	3893 Sunset Cove October water bill.pdf

Cherie Cadenhead
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 01/23/2017
Approved - 01/23/2017
Approved - 02/09/2017
Final Approval - 02/09/2017

3893 SUNSET COVE (4117504700 - 37906)	9/14/2016 23:00	9/15/2016 0:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 0:00	9/15/2016 1:00	450 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 1:00	9/15/2016 2:00	750 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 2:00	9/15/2016 3:00	850 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 3:00	9/15/2016 4:00	770 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 4:00	9/15/2016 5:00	850 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 5:00	9/15/2016 6:00	810 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 6:00	9/15/2016 7:00	800 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 7:00	9/15/2016 8:00	810 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 8:00	9/15/2016 9:00	210 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/15/2016 9:00	9/15/2016 10:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/17/2016 23:00	9/18/2016 0:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 0:00	9/18/2016 1:00	450 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 1:00	9/18/2016 2:00	770 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 2:00	9/18/2016 3:00	850 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 3:00	9/18/2016 4:00	800 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 4:00	9/18/2016 5:00	860 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 5:00	9/18/2016 6:00	830 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 6:00	9/18/2016 7:00	860 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 7:00	9/18/2016 8:00	850 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 8:00	9/18/2016 9:00	200 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/18/2016 9:00	9/18/2016 10:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/19/2016 23:00	9/20/2016 0:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 0:00	9/20/2016 1:00	470 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 1:00	9/20/2016 2:00	740 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 2:00	9/20/2016 3:00	820 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 3:00	9/20/2016 4:00	780 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 4:00	9/20/2016 5:00	820 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 5:00	9/20/2016 6:00	790 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 6:00	9/20/2016 7:00	790 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 7:00	9/20/2016 8:00	830 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 8:00	9/20/2016 9:00	190 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/20/2016 9:00	9/20/2016 10:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/21/2016 23:00	9/22/2016 0:00	0 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 0:00	9/22/2016 1:00	460 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 1:00	9/22/2016 2:00	760 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 2:00	9/22/2016 3:00	820 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 3:00	9/22/2016 4:00	770 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 4:00	9/22/2016 5:00	790 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 5:00	9/22/2016 6:00	790 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 6:00	9/22/2016 7:00	760 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 7:00	9/22/2016 8:00	830 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 8:00	9/22/2016 9:00	180 GAL
3893 SUNSET COVE (4117504700 - 37906)	9/22/2016 9:00	9/22/2016 10:00	0 GAL

25160

REQ. DATE: 12/20/16

12/20/16 14:37:27

LOCATION: 3893 SUNSET COVE DR

LOC ID: 37906

SUBDIVISION:

LOC. ZIP: 32129

REQ DEPT:

PRIORITY: Medium

REQ USER: KLALANCETT AUTH USER:KLALANCETT WRK TYPE:Routine

BENCH TEST**PRIMARY CONTACT INFORMATION**

ESTEP, TAYLOR JO (386) 846-9590 () (386) 846-9590 ()
 JUR:PORT ORANGE CL:RESIDENTIAL-SINGLE FAMILY SEC:SUNSET COVE
 SERVICE/SEQ : WA 000 WATER CYCLE/ROUTE: 02 73

METER NUMBER : 69942611
 MAKE : N NEPTUNE
 SIZE : 0075 3/4 INCH
 STYLE : FX FLEX NET
 LOCATION : 1 FRONT LEFT
 SPECIFIC LOC :
 HAZARD :
 READING SEQ : 12140
 COMMENTS :

ASSOCIATED DEVICES: P 4117504700

ASSOCIATED DEVICES: FX 84128499

PREVIOUS- 12/01/16

CURRENT READING:

NEW READING:

TGAL 44.00

TGAL

COMPLETION INFORMATION

COMPLETE

DATE: 12/20/16

ACTION

TAKEN:

Remove - BENCH TEST - RE-INSTALL METER

OAT - 45,253.85

Back IN - 45,310.01

BENCH TEST

CATEGORY: CS WATER SERVICE

WA

TASK: BENCH TEST

BT

DEPT: CUSTOMER SERVICE

CS

SCHED START: 12/20/16

SCHED COMPLETION:

12/20/16

CREW: PU Meter Readers

MR

CUSTOMER: ESTEP, TAYLOR JO

CUSTOMER ID: 167243

CUST. PHONE: (386) 846-9590 ()

JOB ORDER INSTRUCTIONS

CUSTOMER REQUESTING BENCH TEST

PLEASE PERFORME THIS REQUEST IS PER FINANCE

DIRECTOR TRACEY RIEHM THANK YOU -KLALA

START DATE: ____/____/____

COMPLETION DATE: ____/____/____

Flow TESTGALLONS
METER USEDACTUAL
MEASUREDVOLUME
Difference

@ 2 Gpm

10

10.1

-1%
-1%

@ 2 Gpm

10

10.1

-1%

@ 10 Gpm

10

10.125

-1.25%

@ 10 Gpm

10

10.125

-1.25%

Temporary INSTALLED Meter: BME 35170912

Pg 4117827500

Read IN - 000.19

Read OAT - 009.98

ADJUSTMENT

No 39040

Date: 11/17/16

Account #: 167243 - 37906

Code Amount

Name: Taylor Estep

WA \$

Address: 3893 Sunset Cove Dr

SW \$ 26.10-

Reason (Check if applicable)

GA \$

- | | | | |
|---------------------------------------|--|--|--|
| ☐ Medical | ☐ Good Account | ☐ Per Management | ☐ Posting Error |
| ☐ Mail Problem | ☒ Leak | ☐ One Time Courtesy | ☐ Pool Fill |

MR \$

Comments: Extra Ordinary Consumption

TX \$

PROCESSED

PN \$

Seems report attached

SC \$

CITY OF PORT ORANGE

\$

UTILITIES DEPT.

ORD 2013-11,CH2,ARTVI,DIV1, SEC 2-240(FK)

\$

\$

Note: Negative (-) indicates Credit; Positive (+) indicates Debit.

TOTAL \$ 26.10-

Representative:

Manager:

Dpt. Head:

J. Ruhl

PROCESSED

DEC 01 2016

CITY OF PORT ORANGE
UTILITIES DEPT.

TAYLOR ESTEP 167243-37906				
3893 SUNSET COVE DR				
Read Date	Service	Billed Amount	Adjustment Amount	Credit

10/1/2016		12.00	9.00	-3.00
	SW	63.90	50.85	-13.05

9/2/2016		12.00	9.00	-3.00
	SW	63.90	50.85	-13.05

Total	-26.10
-------	--------

EXTRA ORDINARY CONSUMPTION	
ORD 2013-11, CH2, ARTVI, DIV1, SEC 2-240 (F) 3	

4.55
3.00
13.05

4.55
3.00
13.05

002

26.10

ORDINANCE NO. 2015-5

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTIONS 74-
31, 2-240 & 2-240.5 OF THE CODE OF ORDINANCES
RELATED TO UTILITY BILLING, ADJUSTMENTS AND
DELINQUENT ACCOUNTS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need for an efficient and uniform operation regarding billing for utilities provided by the City of Port Orange; and

WHEREAS, a uniform utility billing procedure will help City Staff implement and enforce the Code while making it easier for citizens to comprehend and abide by the Code; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. Code of Ordinances, City of Port Orange, Florida Chapter 74, Article II, Section 74-31 is hereby amended, in part, to read as follows:

Sec. 74-31. - Connections to water distribution system required.

(a) – (b) [*Remain Unchanged*]

- (c) If the fees, rates or charges for the services and facilities of the water distribution system including, but not limited to, development fees, connection charges and/or other fees, charges and deposits, are not paid as and when due, any unpaid balance thereof together with interest shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge shall not be paid as and when due and shall be in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for the foreclosure of mortgages on real property.

SECTION 2. Code of Ordinances, City of Port Orange, Florida Chapter 2, Article VI, Division I, Section 2-240 is hereby amended, in part, to read as follows:

Sec. 2-240. – Utility billing, delinquent accounts, liens and adjustments.

- (a) Except as otherwise provided in this Code, bills for city services shall be rendered monthly and shall be due when rendered. A \$10.00 penalty shall be assessed on all bills paid later than ~~20~~ 30 days after the due date.
- (b) If the fees, rates or charges for city services billed to the owner of property served by such city services are not paid as and when due and remain unpaid for ~~30~~ 40 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, from the due date, shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge is not paid as and when due and is in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.

(c) – (e) *[Remain Unchanged]*

(f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his designee.

(1) – (2) *[Remain Unchanged]*

(3) *Extraordinary consumption.* If a customer's monthly consumption exceeds the highest reading from the previous 12 months by 300 percent or more and the following month returns to the average consumption of the previous 12 months, the customer shall be eligible for a credit against the sewer charges as provided for leaks in subsection (g) above. Such credit shall be granted following a second month's billing after the extraordinary consumption to verify that the reading is a one-time event. In the event that the one-time extraordinary consumption event spans two billing cycles, the adjustment shall be applied proportionally to each of the two billing cycles.

SECTION 3. Code of Ordinances, City of Port Orange, Florida Chapter 2, Article VI, Division I, Section 2-240.5 is hereby amended, in part, to read as follows:

Sec. 2-240.5 - Miscellaneous billing and delinquent accounts.

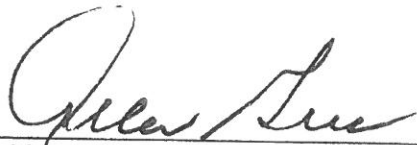
- (a) Except as otherwise provided in this Code, bills for city services, other than utilities, shall be rendered at the time the service is provided and shall be due when rendered. A \$10.00 penalty shall be assessed on all bills paid later than ~~20~~ 30 days after the due date.
- (b) If the fees, rates or charges for city services billed to the customer served by such city services are not paid as and when due and remain unpaid for ~~30~~ 40 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, from the due date, shall be assessed and due to the city. Such unpaid balance shall constitute a lien, if applicable under state law. If any such fee, rate or charge is not paid as and when due and is in default for ~~30~~ 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.

(c) *[Remains Unchanged]*

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective on April 1, 2015.

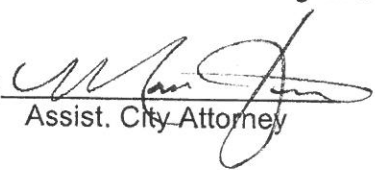

MAYOR ALLEN GREEN

ATTEST


Robin L. Fehwick, CMC, City Clerk

Passed on first reading on the 17 day of Feb, 2015.

Passed and adopted on second and final reading on the 3 day of March, 2015.

Reviewed and Approved: 
Assist. City Attorney

Invoice for Water/Sewer/Solid Waste Services

STATEMENT DATE:	9/13/16
ACCOUNT NUMBER:	167243-37906
CUSTOMER NAME:	TAYLOR JO ESTEP
SERVICE ADDRESS:	3893 SUNSET COVE DR
CYCLE-ROUTE:	02-73
DEPOSIT ON FILE:	100.00
NEW CHARGES DUE:	10/07/16

City of Port Orange

Customer Service Division

PO Box 291037

Port Orange, FL 32129-1037

Phone: 386-506-5720 Fax: 386-756-5226

Phone for Garbage collection questions: 386-506-5575

Business hours: 8:00 am to 5:00 pm Mon, Tues, Thurs, & Fri

8:00 am to 4:00 pm Wed.

Emergency After hours phone: 386-756-5380



Bills are due when rendered. A late charge will be assessed on all bills paid 30 days after the statement date. Bills that remain unpaid after 40 days will also be assessed an interest charge. Interest charges will continue to be assessed for each month the bill remains in a past due status. The City is not responsible for lost or delayed mail. The City does not recognize the postmark as a date of payment.

SERVICE PERIOD	DAYS	METER NUMBER	PREVIOUS READ	CURRENT READ	USAGE(X1,000)
8/03/16 - 9/02/16	30	62456878B	138	229	91

SERVICE	CONSUMPTION	CHARGE AMOUNT
WA WATER	91.0	874.42
SW SEWER	91.0	63.90
GA GARBAGE/RECYCLING	0.0	17.11
EG ENERGY GARBAGE	0.0	1.56
PUBLIC SERVICE TAX	0.0	87.44

Services may be suspended before the due date on this bill if prior charges are outstanding.
(Please disregard if payment has already been submitted.)

PRIOR CHARGES	PAYMENTS	NEW CHARGES	NEW CHARGES DUE BY:	TOTAL AMOUNT
61.83	0.00	1,044.21	10/07/16	1,106.04

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT & RETAIN THE TOP PORTION FOR YOUR RECORDS



City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037

FORWARDING SERVICE REQUESTED

02-73

ACCOUNT NUMBER:	167243-37906
PRIOR CHARGES: (disregard if paid)	61.83
NEW CHARGES:	1,044.21
PAYMENTS/CREDITS	0.00
TOTAL:	1,106.04
NEW CHARGES DUE BY:	10/07/16

Change of address (see reverse side)

- ☐ Please send ACH payment enrollment form.
☐ Enroll this account to e-bill. Printed bill will no longer be sent.
Provide email address on the backside of this stub.

000005111

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TAYLOR JO ESTEP
3893 SUNSET COVE DR
PORT ORANGE FL 32129-1909



City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037

000167243000037906 0001106046

Invoice for Water/Sewer/Solid Waste Services



STATEMENT DATE:	10/13/16
ACCOUNT NUMBER:	167243-37906
CUSTOMER NAME:	TAYLOR JO ESTEP
SERVICE ADDRESS:	3893 SUNSET COVE DR
CYCLE-ROUTE:	02-73
DEPOSIT ON FILE:	100.00
NEW CHARGES DUE:	11/07/16

City of Port Orange

Customer Service Division
PO Box 291037

Port Orange, FL 32129-1037

Phone: 386-506-5720 Fax: 386-756-5226

Phone for Garbage collection questions: 386-506-5575

Business hours: 8:00 am to 5:00 pm Mon, Tues, Thurs, & Fri
8:00 am to 4:00 pm Wed.

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Bills are due when rendered. A late charge will be assessed on all bills paid 30 days after the statement date. Bills that remain unpaid after 40 days will also be assessed an interest charge. Interest charges will continue to be assessed for each month the bill remains in a past due status. The City is not responsible for lost or delayed mail. The City does not recognize the postmark as a date of payment.

SERVICE PERIOD	DAYS	METER NUMBER	PREVIOUS READ	CURRENT READ	USAGE(X1,000)
9/02/16 - 9/12/16	10	62456878B	229	267	38
9/12/16 - 10/01/16	19	69942611	0	39	39

SERVICE	CONSUMPTION	CHARGE AMOUNT
WA WATER	77.0	724.34
SW SEWER	77.0	63.90
GA GARBAGE/RECYCLING	0.0	17.11
EG ENERGY GARBAGE	0.0	1.56
PUBLIC SERVICE TAX	0.0	72.43
AH TBO 5:36 9/22/16		40.00
Late Charge		10.00
PENALTY		0.62
TG SERVICE CHARGE		40.00

Services may be suspended before the due date on this bill if prior charges are outstanding.
(Please disregard if payment has already been submitted.)

PRIOR CHARGES	PAYMENTS	NEW CHARGES	NEW CHARGES DUE BY:	TOTAL AMOUNT
1,106.04	-101.61	969.96	11/07/16	1,974.39

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR PAYMENT & RETAIN THE TOP PORTION FOR YOUR RECORDS



City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037

FORWARDING SERVICE REQUESTED

02-73

ACCOUNT NUMBER:	167243-37906
PRIOR CHARGES: (disregard if paid)	1,106.04
NEW CHARGES:	969.96
PAYMENTS/CREDITS	-101.61
TOTAL:	1,974.39
NEW CHARGES DUE BY:	11/07/16

Change of address (see reverse side)

- ☐ Please send ACH payment enrollment form.
☐ Enroll this account to e-bill. Printed bill will no longer be sent.
Provide email address on the backside of this stub.

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TAYLOR JO ESTEP
3893 SUNSET COVE DR
PORT ORANGE FL 32129-1909



City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037

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1oz 087653/3111527 0005080 0010161 I=0000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (C18) 3116 S. Peninsula Dr- reconsider Hurricane Matthew leak adjustment

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: As a result of damage sustained during Hurricane Matthew, Mrs. Latinsky's water at 3116 S. Peninsula Dr. began to leak on October 7, 2016. A total of 212,000 gallons leaked over 8 days.

An adjustment was prepared according to Resolution No. 16-74, Sec 1 where it stipulates the water loss during Hurricane Matthew shall not exceed four consecutive calendar days. She was given a credit for 137 thousand gallons (\$1,835.80) for the first four days of consumption.

Mrs. Latinsky requests an adjustment of the remaining time to cover the entire period of her leak. If granted, an additional 75,000 gallons (\$928.43) would be credited to her account.

There were over 75 adjustments to water bills due to Hurricane Matthew leaks. If this additional adjustment is granted the Finance department would be obligated to provide additional adjustments to all water bills that leaked in excess of four days.

A copy of the Resolution, the original adjustment, and her water consumption report is attached.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 16-74	Resolution 16.74.pdf
2.	3116 S Peninsual Consumption Rpt	3116 S Peninsula Consumption.pdf
3.	3116 S Peninsula Adjustment Form	3116 S Peninsula Adjustment.pdf

Cherie Cadenhead
Tracey Riehm
Margaret Roberts
Lynn Stevens

Created/Initiated - 01/17/2017
Approved - 01/18/2017
Approved - 01/26/2017
Approved - 02/06/2017

Jake Johansson
Robin Fenwick

Approved - 02/06/2017
Final Approval - 02/06/2017

RESOLUTION NO. 16-74

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING ADJUSTMENTS FOR UTILITY CHARGES INCLUDING POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER CHARGES INCURRED BETWEEN OCTOBER 6, 2016 AND ON OR ABOUT NOVEMBER 11, 2016 AS A RESULT OF DAMAGES TO PRIVATE PROPERTY FROM HURRICANE MATTHEW; AUTHORIZING THE ADJUSTMENTS IN A TOTAL AMOUNT NOT TO EXCEED THE CITY REQUIREMENTS FOR THE DEBT SERVICE RATIO FOR ALL OUTSTANDING BOND COVENANTS RELATING THERETO; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hurricane Matthew Storm event damaged numerous properties within the City of Port Orange; and

WHEREAS, several private real property owners incurred damage to their potable water service lines as a result of the storm, uprooted or fallen trees and other storm related causes; and

WHEREAS, the City Council acknowledges that city ordinances require the collection of charges for potable water utilities delivered to the private property meter; and that the utility line between the meter and the occupied property is the responsibility of the property owner; and that the property owner is responsible for repair of the privately owned line and for payment of the charges for all water, including water lost from leaks, breakage or other damage to the water service line; and

WHEREAS, the billing cycle for all city potable water, sanitary sewer and reclaimed water customers is generally a 30 day four part billing cycle; and

(WHEREAS, the City Council intends to limit the recovery of lost water to the time period between October 6, 2016 to November 11, 2016 or until the fourth part of the billing cycle is completed, whichever occurs first; and)

WHEREAS, the City Council acknowledges that the potable water system revenues have been bonded and that the city is required to administer the collection of the associated customer charges as bonded revenues with adherence to the debt service ratio bond covenants for system revenues and operating expenses; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to provide a limited adjustment to the collection of potable water charges as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA as follows:

* SECTION 1. The City Council hereby authorizes the City Manager to forego and write-off collection of potable water, sanitary sewer and reclaimed water charges incurred between October 6, 2016 and November 11, 2016 for Hurricane Matthew storm related damage to city utility service lines on private property as described herein. The adjustment shall not exceed four consecutive calendar days of utility charges.

SECTION 2. The City Manager shall establish, implement and administer procedures to establish the validity of each application for the limited adjustment to the utility charges resulting from storm damage.

SECTION 3. The Finance Director shall process all qualified customer adjustments within 90 days of receipt of the report and substantiation of the loss; and shall not assess penalty charges for any invoice charge that qualifies for the adjustment.

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

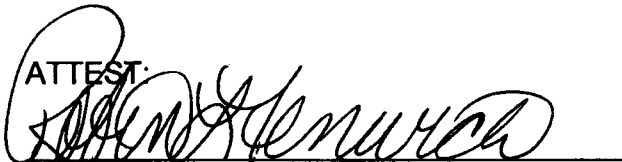
SECTION 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

SECTION 6. This resolution shall become effective immediately upon adoption.



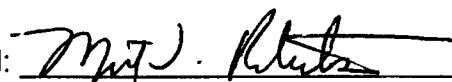
MAYOR ALLEN GREEN

ATTEST:



Robin L. Fenwick, CMC, City Clerk

Adopted on the 1st day of November, 2016.

Reviewed and Approved: 
Margaret T. Roberts, City Attorney

[illegible]

[illegible]

[illegible]

4113864600 3116 PENINSULA (4113864600 - 23321)	10/13/2016 7:00	10/13/2016 8:00	1300
4113864600 3116 PENINSULA (4113864600 - 23321)	10/13/2016 8:00	10/13/2016 9:00	1300
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4113864600 3116 PENINSULA (4113864600 - 23321)	10/13/2016 14:00	10/13/2016 15:00	1300
4113864600 3116 PENINSULA (4113864600 - 23321)	10/13/2016 15:00	10/13/2016 16:00	1300
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4113864600 3116 PENINSULA (4113864600 - 23321)	10/13/2016 20:00	10/13/2016 21:00	1300
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4113864600 3116 PENINSULA (4113864600 - 23321)	10/14/2016 13:00	10/14/2016 14:00	0
			212300

ADJUSTMENT

No 39068

Date: 11/16/16

Account #: 36127 - 23321

Code Amount

Name: Eric Latinsky

WA \$ ~~1835.80~~

Address 3116 S Peninsula Dr

SW \$ J. Ruel

Reason (Check if applicable)

GA \$

- | | | | |
|---------------------------------------|--|--|--|
| ☐ Medical | ☐ Good Account | ☐ Per Management | ☐ Posting Error |
| ☐ Mail Problem | ☒ Leak | ☐ One Time Courtesy | ☐ Pool Fill |

MR \$

TX \$

Comments: Hurricane Matthew

PN \$

SC \$

Res 1674 137,000 leaked
during storm

PROCESSED

JAN 03

Revised 12-19-16 CITY OF PORT ORANGE
UTILITIES DEPT.

\$

\$

\$

Note: Negative (-) indicates Credit; Positive (+) indicates Debit.

TOTAL \$ 1835.80

Representative: Kyala

Manager: cac

Dpt. Head J. Ruel

UT470I01

City of Port Orange
Account History - Combined Inquiry1/17/17
10:38:19

Customer ID: 36127 Name: LATINSKY, ERIC A
 Location ID: 23321 Addr: 3116 S PENINSULA DR
 Cycle/route : 01 81 Amount due : 963.91
 Initiation date : 3/08/89 Pending : 9.28
 Termination date : Customer/location status : : A

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Bill Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
—	ADJ	1/05/17	HURRICANE ADJ 10/16	1835.80-	11/04/16	963.91
—	BL BILL	1/04/17	CYCLE BILL	35.48	1/05/17	2,799.71
—	OC PMT	12/19/16	KCRENSHAW 12191612	30.63-		2,764.23
—	BL BILL	12/02/16	CYCLE BILL	30.63	12/05/16	2,794.86
—	OC PMT	11/29/16	KCRENSHAW 11291612	30.63-		2,764.23
—	BL BILL	11/03/16	CYCLE BILL	2794.86	11/04/16	2,794.86
—	OC PMT	11/03/16	KCRENSHAW 11031612	30.63-		.00
—	BL BILL	10/04/16	CYCLE BILL	30.63	10/05/16	30.63

More...

F3=Exit F5=Adjustments F7=Pending F8=Charges F9=Print history
 F10=Change view F11=Payments F12=Cancel F24=More keys

PREPARED: 11/16/16
PROGRAM UT476L
City of Port Orange

ACCOUNT BILLING HISTORY
DETAILS
(10/20/16 TO 99/99/99)

PAGE: 1

CUSTOMER: 36127 LATINSKY, ERIC A
3116 S PENINSULA DR
DAYTONA BEACH FL 321186214

LOCATION: 23321 3116 S PENINSULA DR
BALANCE: 2794.86
CYCLE/ROUTE: 01-81
STATUS: A
BUDGET TRANSACTIONS (*)

*****TRANSACTION*****	PREVIOUS	CURRENT	BILLED	TOTAL BILL
DATE TYPE DESCRIPTION	BALANCE	AMOUNT	CONSUMPTION	AMOUNT
11/03/16 BIL CYCLE BILL	30.63			2794.86
WA WATER		2794.86	218.00	
TOTAL ACTUAL CHGS		2794.86		

TOTALS BY CATEGORY

TOTAL ADJUSTMENTS	.00
WA Charges	2794.86
TOTAL CHARGES	2794.86

CONSUMPTION PARAMETERS FOR WATER

EXCEPTION REPORT FLAG	
CONSUMPTION ESTIMATE	.00
DEMAND CONSUMPTION ESTIMATE	.00
AVERAGE CONSUMPTION	.24
AVERAGE DEMAND CONSUMPTION	.00
TOTAL CONSUMPTION	1092.00
TOTAL DEMAND CONSUMPTION	.00
TOTAL READING DAYS	4630

386-871-0945

Eric Latinsky 36127-23321				
3116 S Peninsula Dr				
Read Date	Service	Billed Amount	Average Amount	Adjustment Amount

10/23/2016		218.00	81.00	-137.00
------------	--	--------	-------	---------

WA	2794.86	959.06	-1835.80
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Total			-1835.80
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Leak occurred during Hurricane Matthew
Resolution 16-74

Revised 12-19-16



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (F20) Youth Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint Nicolas Franzini to serve a one-year term on the Youth Advisory Board.

SUMMARY: Nicolas Franzini has submitted an application to serve on the Youth Advisory Board.

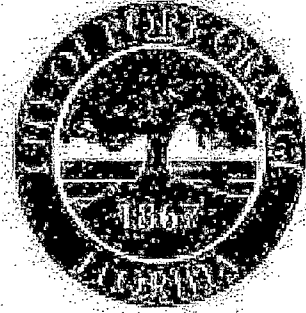
Project No.: Funding Account No.:

ATTACHMENTS:

1.	Nicolas Franzini's Application	Franzini, Nicolas.pdf
2.	Emma Dominguez Application	Dominguez Emma - YAB.pdf

Robin Fenwick
Jake Johansson

Created/Initiated - 01/30/2017
Final Approval - 02/06/2017



**Youth Board
Appointment Questionnaire**
(Voluntary Position)

Instructions:

- The information from this questionnaire will be used in considering your appointment to advisory boards and commissions.
- Complete each blank on the questionnaire.
- Completed questionnaires will be kept on file for a period of **four (4) years** from the date received in the Office of the City Clerk
- **Please type or print legibly.**

1. Name: Franzini Nicolas J.
Last First Middle
2. Home Address: 1700 Promenade Circle
City Port Orange State Florida Zip 32129
Phone (386) 274-8085
E-mail address: nicolasjfranzini@gmail.com
3. Place of Employment: Culver's
Job Title: Front-line employee
Business Address: 1744 Dunlawton Ave.
City Port Orange State FL Zip 32127
Business Phone (386) 341-1315
4. Please note: *The following information will be used to satisfy Equal Opportunity reporting and research requirements only.*
 - a. Sex: ☒ Male ☐ Female
 - b. Race: ☒ (W) White, non Hispanic
☐ (H) Hispanic
☐ (B) Black/African-American
☐ (P) Asian/Pacific Islander
☐ (A) American Indian/Alaskan Native

Please note: Response to question #5 is optional.

5. Are you a person with a disability: Yes ☐ No ☒
If yes, please explain the nature of your disability and any necessary accommodations.

6. Are you a resident of the City: Yes ☒ No ☐

7. Are you a United States citizen? Yes ☒ No ☐
If No, please explain _____

8. Education:

- a) Name of current Middle/High School Homeschool
b) Year of anticipated high school graduation: 2019

9. Do you have relatives working for this City? Yes ☐ No ☒
If so, list names, relationship to you and position(s) held _____

10. State your experience and interests or elements of your personal history that can be considered for appointment.

I have volunteered in various positions at my local church for the last several years. I also participate in Florida Youth in Government through the YMCA of Port Orange for the last two years. I desire to serve at the community level for the next few years until I go to college for Political Science

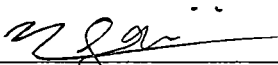
11. If you are appointed, do you know of any reason whatsoever why you would not be able to attend regularly scheduled meetings or otherwise fulfill the duties of the office to which you have been appointed? Yes ☐ No ☒

If Yes, please explain: _____

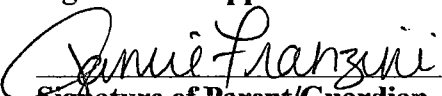
12. Please list three persons who have known you well within the past five (5) years. Include a current address, phone number and the capacity in which they have known you. Only list persons who have given their consent to be used as a reference.

NAME	ADDRESS	PHONE NUMBER	CAPACITY
Corey Crowell	Peach Blossom Blvd. Port Orange, FL	(386) 405-0288	family friend
Tracy Tracy Seifert	Port Orange, FL	(386) 562-3344	family friend
Melissa Moffitt	Port Orange, FL	(386) 566-3781	aunt

This application becomes a public record subject to F.S. Chapter 119 upon its submission to the City of Port Orange.


Signature of Applicant

1/25/17
Date


Signature of Parent/Guardian

1/25/17
Date

For your convenience, completion of the Boards and Committees Appointment Questionnaire can be submitted for processing by using one of the following options:

Delivery in person or Mail to:

Office of the City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Fax to:

(386) 756-5290

E-mail to:

cityclerk@port-orange.org

OFFICE USE ONLY

Date received in the Office of the City Clerk _____

Initial of person receiving the application _____

Enter date the application transmitted to the appropriate appointing authority and to the Department Liaison.

City Council _____
Department Liaison _____

File: Board Rosters\Youth Board Application Form.doc



ty

**Youth Board
Appointment Questionnaire
(Voluntary Position)**

Instructions:

- The information from this questionnaire will be used in considering your appointment to advisory boards and commissions.
- Complete each blank on the questionnaire.
- Completed questionnaires will be kept on file for a period of **four (4) years** from the date received in the Office of the City Clerk
- Please type or print legibly.

1. Name: Dominquez Emma N
Last First Middle

2. Home Address: 6948 Vintage Ln
City Port Orange State FL Zip 32128

Phone (954) 410-8440
Email
address: theend2003@gmail.com / csdoming@me.com

3. Place of Employment: N/A
Job
Title:
Business
Address:
City State Zip

Business Phone ()

4. Please note: The following information will be used to satisfy Equal Opportunity reporting and research requirements only.

a. Sex: Male ☒ Female

b. Race: (W) White, non Hispanic
☒ (H) Hispanic

____(B) Black/African American

____(P) Asian/Pacific Islander

____(A) American Indian/Alaskan Native

Please note: Response to question #5 is optional.

5. Are you a person with a disability: Yes _____ No ☒

If yes, please explain the nature of your disability and any necessary accommodations.

6. Are you a resident of the City: Yes ☒ No _____

7. Are you a United States citizen? Yes ☒ No _____

If

No,

please

explain

8. Education:

a) Name of current Middle/High School

Spruce Creek High School

b) Year of anticipated high school graduation:

2020

9. Do you have relatives working for this City? Yes _____ No ☒

If so, list names, relationship to you and position(s) held

10. State your experience and interests or elements of your personal history that can be considered for appointment.

I am interested in being involved in the community and changing the work and I feel that it helps to start in your community. I am also interested in politics.

11. If you are appointed, do you know of any reason whatsoever why you would not be able to attend regularly scheduled meetings or otherwise fulfill the duties of the office to which you have been appointed? Yes _____ No ☒

If

Yes,

please

explain:

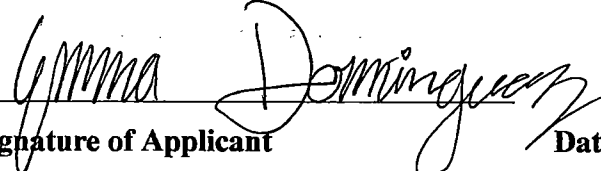
12. Please list three persons who have known you well within the past five (5) years. Include a current address, phone number and the capacity in which they have known you. Only list

persons who have given their consent to be used as a reference.

Leanne Krapp 1451 Bay Grove Dr. Port Orange FL 32129 386-527-8272 Neighbor

NAME	ADDRESS	PHONE NUMBER	CAPACITY
Jana Luvier	6801 Airport Rd Port Orange, FL 32129	386-322-1615 ext. 2	Guidance Counselor
Barbara Rains	6801 Airport Rd Port Orange, FL 32129	386-314-1629	Teacher
Carolina Gullo	6801 Airport Rd Port Orange, FL 32129	386-566-4739	Teacher

This application becomes a public record subject to F.S. Chapter 119 upon its submission to the City of Port Orange.

 1/16/17
Signature of Applicant Date

 1/16/17
Signature of Parent/Guardian Date

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City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Fax to:

(386) 756-5290

E-mail to:

cityclerk@port-orange.org

OFFICE USE ONLY

Date received in the Office of the City Clerk 1-18-17

Initial of person receiving the application

ldg

Enter date the application transmitted to the appropriate appointing authority and to the Department Liaison.

City Council

Department Liaison

File: Board Rosters\Youth Board Application Form.doc



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (G22) First Step Shelter brief from Rev. Dr. L Ronald Durham, Daytona Beach Community Relations Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Rev. Dr. L. Ronald Durham from the City of Daytona Beach has asked that a Council Member consider being a board member on the First Step Shelter, Inc non-profit board. This organization is an approved 501 (C3) not for profit organization made up of members from the East Volusia cities as well as business stakeholders in the area. Appointment to this board should enable Port Orange to provide input into solving the East Volusia Homeless issue and be able to bring information back to our citizens on breakthroughs, requests and other information concerning homeless in our communities.

As a past contributor to the homeless shelter issues in the county we have been offered a position on the board as a voting member along with some other key cities (Holly Hill, DB, DBS, SD and Ormond Beach). The County may also be offered a position as a voting member. There will also be a number of ex officio members of the board that will perform consultant type information due to there unique capabilities in dealing with the Homeless population.

Attached are the Articles, a brief and the comprehensive plan.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amended First StepArt of Inc.	Amended First Step Articles of Inc 8-22-16.docx
2.	First Step Council Brief	First step brf.pdf

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 12/15/2016
Approved - 02/06/2017
Final Approval - 02/06/2017

Articles of Incorporation of First Step Shelter, Inc.

The undersigned, a citizen of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Laws of the State of Florida, does hereby certify:

I. ORGANIZATION

1.1 Name. The name of the Corporation is First Step Shelter, Inc.

1.2 Seal. The seal of the Corporation will contain the words, "First Step Shelter, Inc., a corporation not-for-profit."

1.3 Office. The principal place of business will be within the City of Daytona Beach, Florida, at a place to be designated from time to time by the Board of Directors. The initial address of the principal office is Office of the City Manager, The City of Daytona Beach, 301 S. Ridgewood Avenue, Daytona Beach, FL 32114.

1.4 Perpetual Existence. The Corporation will have continuous and perpetual existence.

II. PURPOSE

First Step Shelter, Inc., is organized exclusively for the charitable purpose, as that term is defined and used in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated under that section, of developing, managing, and operating the First Step Shelter Program, a homeless assistance service program. The Program will be located in Volusia County, Florida. The Program will include a homeless shelter, on a site designated by The City of Daytona Beach within its municipal boundaries, which when operational will be open 24 hours per day, seven days per week. All revenue received by the Corporation will be used to develop, manage, operate, and support the First Step Shelter Program, including the cost of programming, capital projects, an endowment, and payment of any administrative expenses of the Corporation.

III. FUNCTIONS

In order to carry out its purpose, the Corporation may enter into such contracts, and organize, implement, or participate in such fundraising efforts, as it deems necessary or reasonable.

IV. BOARD OF DIRECTORS AND OFFICERS

The affairs of the Corporation will be managed by a Board of Directors, all of whom will serve without compensation.

4.1 Membership. For purposes herein, the term, "Director" refers to any member of the Board, regardless of whether the member is a voting or non-voting member as described in this section 4.1. At all times the Board will have at least three and no more than seven Directors who

are voting members. In addition, the Board may have one or more non-voting “*Ex Officio*” Directors. Directors may leave the Board through death, removal by the City Commission, or they may voluntarily resign. No Director may assign or transfer his or her membership in the Board.

4.2 Appointments to Board. For organizational purposes the initial Board will be composed of the three Directors identified below, who were all appointed by The City of Daytona Beach City Commission via resolution, and who are all voting members. Thereafter, all Board appointments will be made by The City of Daytona Beach City Commission via resolution; and appointees will consist only of individuals, or representatives of government agencies or corporate entities, contributing funding, property, expertise, or other forms of assistance toward the First Step Shelter Program.

4.3 Duties of Board of Directors. The Directors are expected to devote time, professional knowledge, personal influence, or money, or a combination thereof, to attain the goals of the Corporation and will be selected by reason of their abilities to do the following:

(a) To direct, manage, oversee, and control the business affairs of the Corporation, and to have full power, by majority vote, to adopt rules and regulations governing the actions of the Board of Directors.

(b) To volunteer their specialized business expertise, advice, and guidance to working committees when needed.

(c) To spearhead and to reinforce all community and public relations work of the Corporation.

4.4 Removal of Directors. The Daytona Beach City Commission will have the right to remove any Director, with or without cause, by Resolution.

4.5 Officers. The Board of Directors may designate a President, Vice-President, Secretary, and Treasurer, and such other officers as it may consider appropriate with such duties as it may proscribe.

V. BY-LAWS

Establishment of By-Laws. The Board of Directors of the Corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as the Board may deem necessary from time to time.

VI. MISCELLANEOUS PROVISIONS

6.1 Indemnification of Officers and Directors. Each person who acts as a Director or Officer of the Corporation will be indemnified by the Corporation to the fullest extent permitted by law against any costs and expenses which may be imposed upon or reasonably incurred by him/her in

connection with any action, suit or proceeding in which such person may be named as a party defendant by reason of his or her being or having been a Director or Officer, or by reason of an action alleged to have been taken or omitted by him or her in either such capacity; provided however, that the Corporation will not indemnify any such person against any costs or expenses imposed upon or incurred by him or her in relation to matters as to which he or she will be finally adjudged to be liable to the Corporation for negligence, misconduct, or any other cause, or for any sum paid by him to the Corporation in settlement of an action, suit, or proceeding based on his/her alleged dereliction of duty. This right of indemnification will inure to each Director and Officer whether or not he or she is such Director or Officer at the time such costs or expenses are imposed or incurred, and whether or not the claim asserted against him or her is based on matters which pre-date the adoption of these Articles of Incorporation; and in the event of his or her death will extend to his/her legal representatives. Each person who will act as Director or Officer will be deemed to be doing so in reliance upon such right or indemnification; and such right will not be exclusive of any other right which he or she may have. The Corporation will have power to purchase and maintain insurance to indemnify the Corporation and its Directors and Officers to the full extent such insurance is permitted by law.

6.2 Parliament. Robert's Rules of Order Revised will guide the proceedings of the Corporation, including its Board and Committees, to the extent applicable and consistent with these Articles of Incorporation and the by-laws of the Corporation.

VII. AMENDMENTS TO ARTICLES OF INCORPORATION

7.1 Right to Amend; Procedure. Except as provided in section 7.2 below, the Articles of Incorporation of the Corporation may be amended or these Articles may be repealed and new Articles of Incorporation may be adopted (hereinafter collectively referred to as "amendments"), in accordance with the following procedures:

No amendment will be valid unless it is approved by the Board. In order to be approved by the Board an amendment must receive the affirmative vote of two-thirds of voting Board members during a duly-noticed annual or special meeting of the Board at which a quorum is in attendance.

7.2 Limitations on Right to Amendments. No amendment will be valid that alters the requirements of these Articles regarding the Purpose, Board member qualifications, number of Directors, appointment or removal of Board members, or voting requirements for any meeting of the Board of Directors, unless authorized by the City Commission prior to Board approval.

VIII. DISSOLUTION

In the event of dissolution, all of the Corporation's assets remaining after payment of all costs and expenses of such dissolution will be distributed upon approval by the Daytona Beach City Commission to the Corporation's endowment fund, if such fund qualifies for a charitable or other exempt purpose within the meaning of section 501(c)(3) of the Internal Revenue Code, or to any non-profit organization that supports activities to ameliorate or end homelessness within the City of Daytona Beach or Volusia County, which qualifies for a charitable or other exempt purposes

within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Any such assets not so disposed of will be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court will determine, which are organized and operated exclusively for such purposes.

IX. FISCAL MANAGEMENT AND MANAGEMENT POLICIES

9.1 The Board will establish and implement fiscal and management policies of high standards and maintain such records as necessary to (i) facilitate an annual audit, monitoring and supervision of the annual budget and expenditures thereunder, and monitoring and supervision of the receipt and expenditure of grants funds, donations, and other funds; and (ii) facilitate the preparation of the annual IRS 990 form or such other reporting forms as may be required to maintain 501(c)(3) status.

9.2 The Board will prepare and distribute to its Directors for each Board meeting, a financial status report of all revenues received and expenditures made since the date of the last report.

9.3 The Board will deposit and maintain all revenues received in a separate interest bearing fund and held in trust for expenditures of the Corporation. Except where otherwise provided by law all checks, drafts, and orders for payment of money of the Corporation will be signed by at least two persons who have previously been designated by a resolution of the Board.

9.4 The Board will have prepared an annual report including a summary of activities, income, and expenses during the prior year.

9.5 All revenues of the Corporation will be used solely in furtherance of the mission stated above in the "PURPOSE". No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to its incorporators, directors, trustees, officers, members or other private persons.

9.6 Contracts, promissory notes, leases, and other corporate instruments executed in the name of and on behalf of the Corporation will be signed by the agent designated by the Board. No contract will be valid unless it is authorized or ratified by a properly adopted resolution of the Board.

Authorizations adopted by the Board pursuant to this Section 9.6 may be general or confined to specific instances.

X. ADDITIONAL LIMITATIONS ON ACTIVITIES

No substantial part of the activities of the Corporation will be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation will not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision

of these articles, the Corporation will not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

XI. INITIAL BOARD MEMBERS

The names and addresses of the initial Directors of the Corporation are as follows:

Pamela Woods
City Commissioner
301 South Ridgewood Avenue
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

Rev. Dr. L. Ronald Durham, D.D., D.P.S.
Community Relations Manager
City Manager's Office
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, 32114

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

XII. REGISTERED AGENT

The name and address of the Registered Agent is: **Rev. Dr. L. Ronald Durham, D.D., D.P.S.**
Community Relations Manager
City Manager's Office
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, Florida 32114

XIII. INCORPORATION

The name and address of the incorporator is: **Rev. Dr. L. Ronald Durham, D.D., D.P.S.**
Community Relations Manager
City Manager's Office
City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, Florida 32114

Having been named as registered agent to accept service of process for the stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Rev. Dr. L. Ronald Durham, D.D., D.P.S.

Date

I submit this document and affirm that the facts herein stated are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155,F.S.

Rev. Dr. L. Ronald Durham, D.D., D.P.S.

Date



January 2017



Board of Director's:

- Pam Woods, President
- Joe Forte, Treasurer
- Dr. L. Ronald Durham, Secretary

THE FIRST STEP SHELTER PROJECT

Definition of First Step Shelter Project:

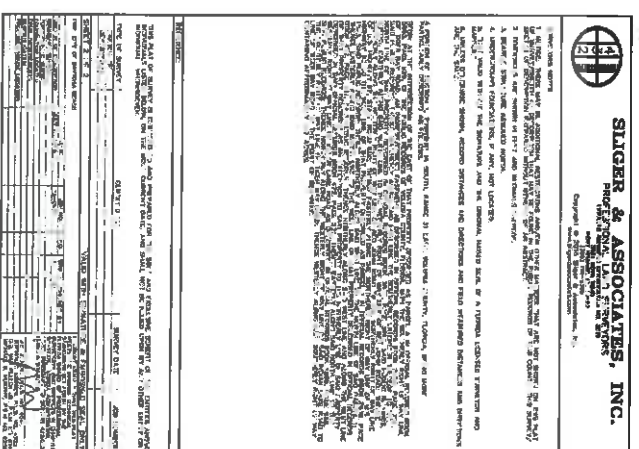
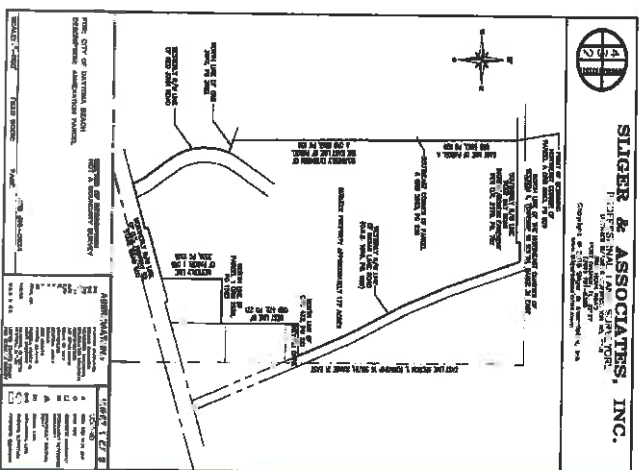
- oThe First Step Shelter Project is the design, construction, and operation of a new County owned permanent facility on the south side of West 15B in the vicinity of the Red John Rd intersection

THE FIRST STEP SHELTER PROJECT

Annexation of County property on south side of U.S. 92:

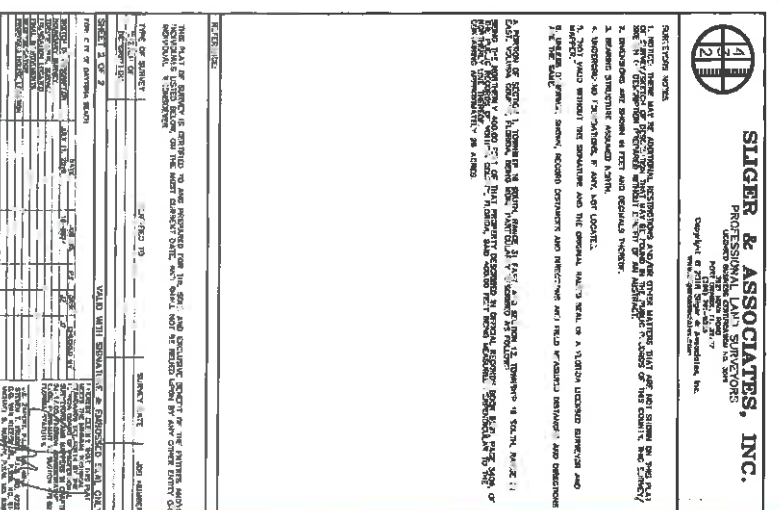
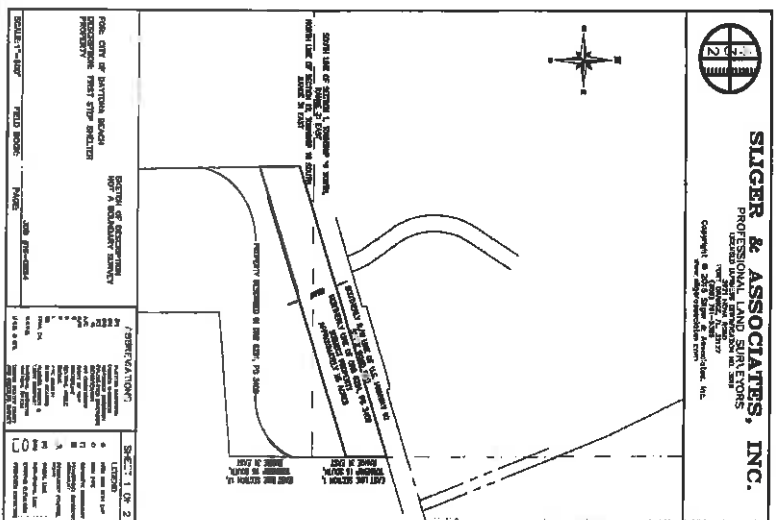
- Our surveyor is completing the legal description of two parcels (1) the parcel owned by Volusia County as well as (2) a parcel of City owned property which is currently in unincorporated Volusia County and will be the subject of the First Step Shelter Project.
- We will prepare the application for annexation and it can be presented to Volusia County for authorization.
- We will process the request per Florida Statutes for voluntary annexation.

Parcel owned by
Volusia County



THE FIRST STEP SHELTER PROJECT

Parcel owned by
City of Daytona
Beach

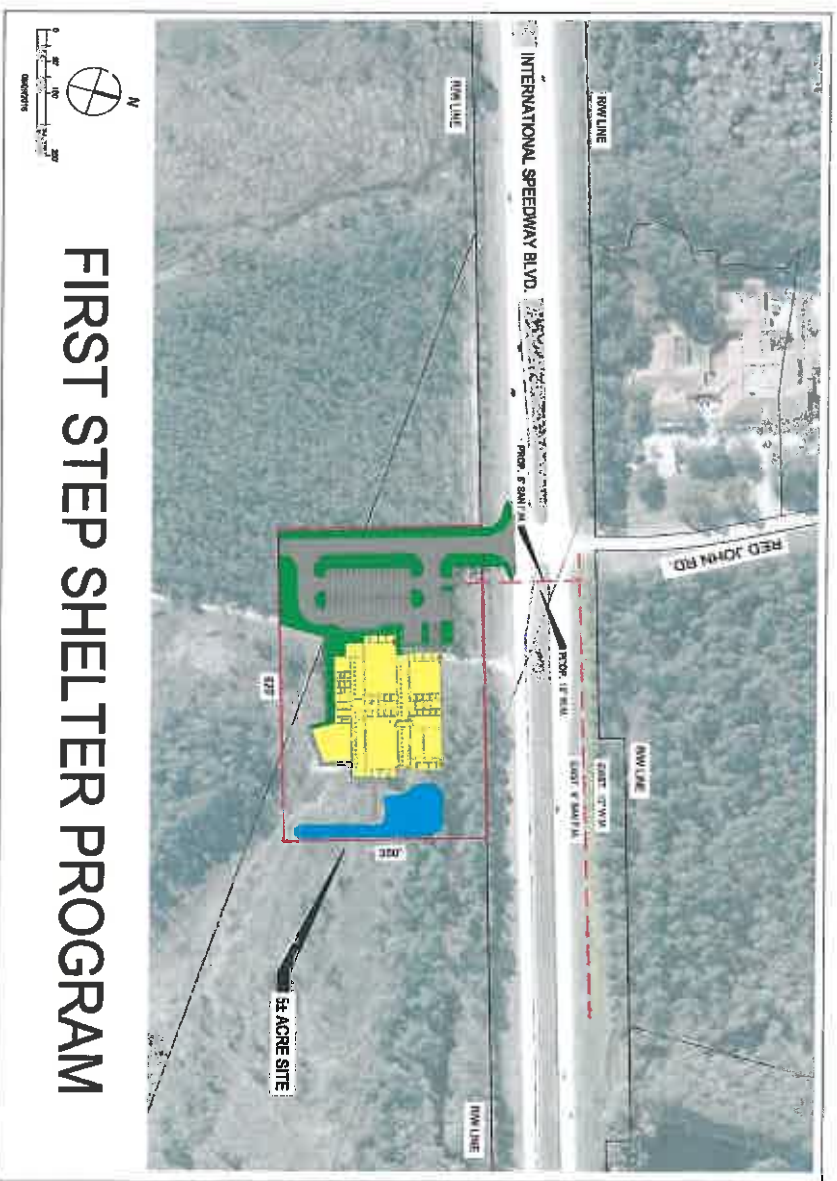


THE FIRST STEP SHELTER PROJECT

Extension of Utilities:

Cost estimate:

- The preliminary opinion of cost to provide water and sewer service to the First Step Shelter Project facility is \$422,090.



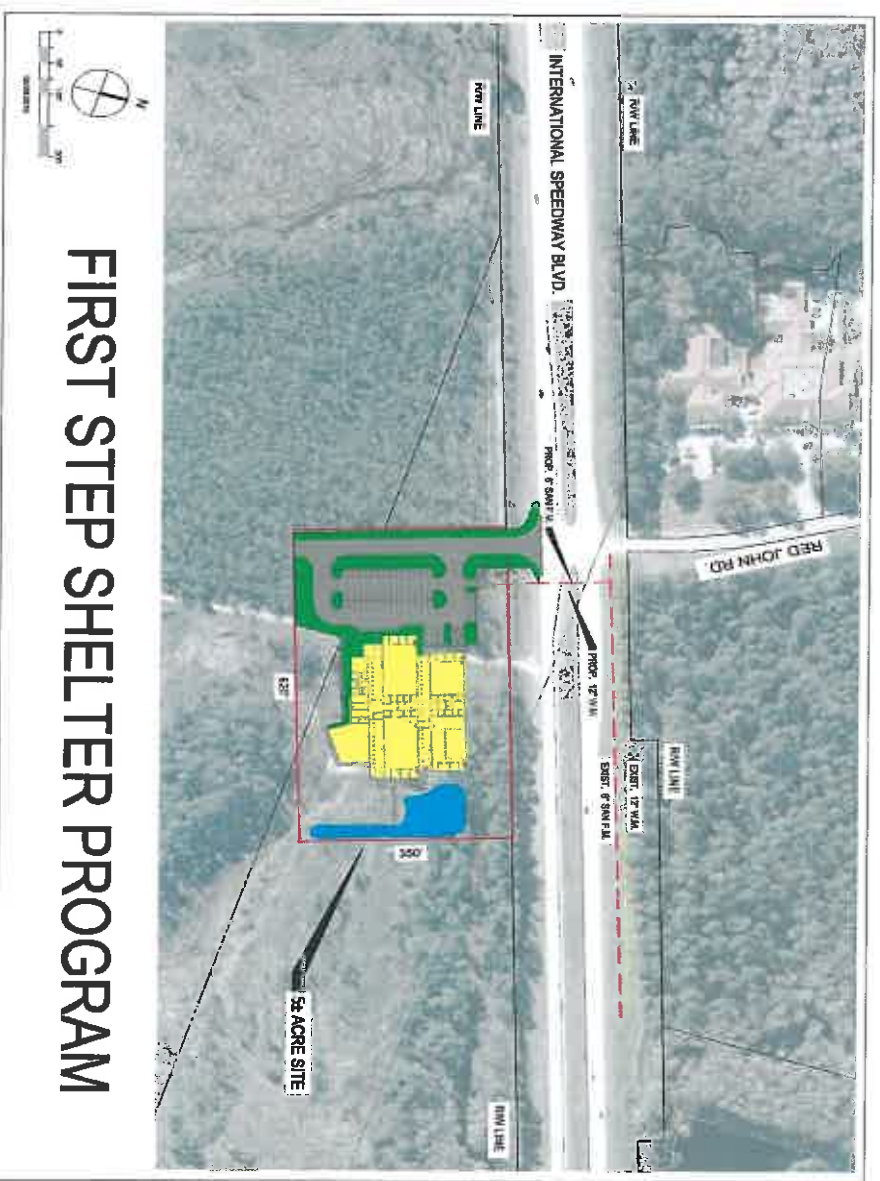
THE FIRST STEP SHELTER PROJECT

Extension of Utilities
(continued):

Permit to use FDOT

R/W:

- Parker Mynchenberg & Associates (PMA) has been tasked for the design and permitting for the utility extensions across US 92.

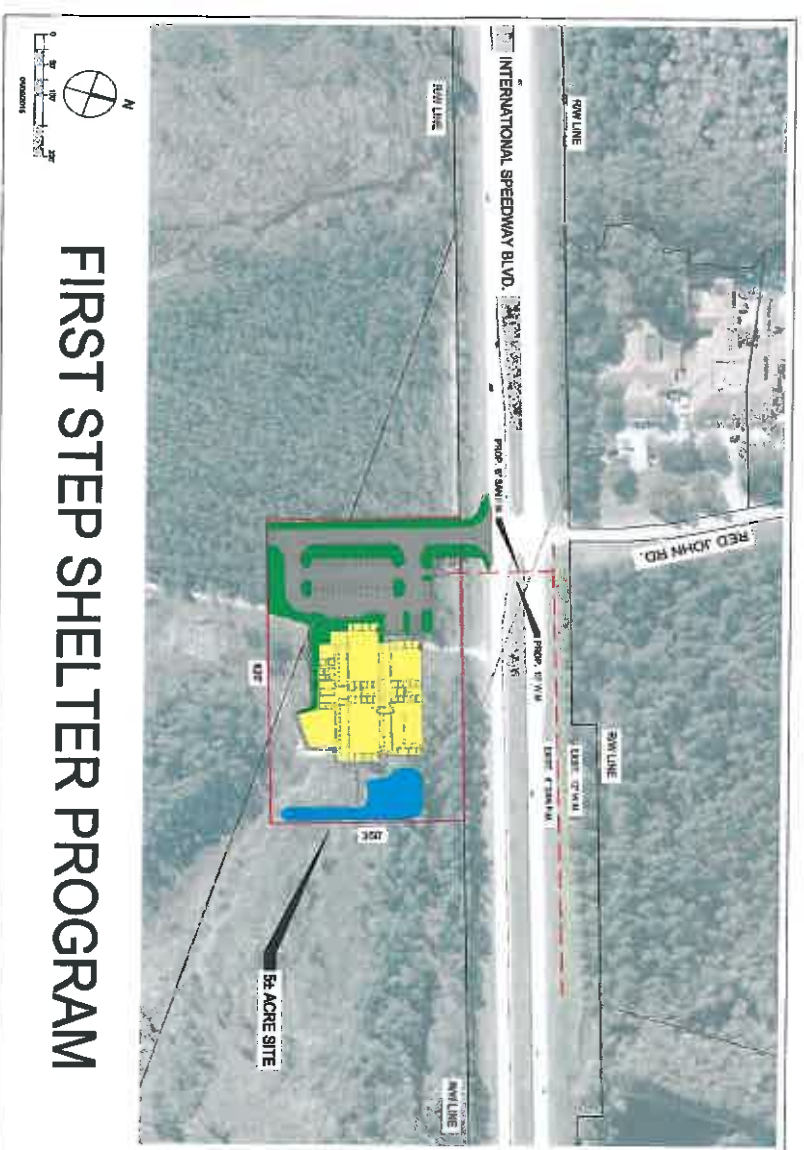


THE FIRST STEP SHELTER PROJECT

Extension of Utilities (continued):

Bid Documents:

- PMA has also been tasked with the design and permitting for the site plans including utilities for the buildings, parking, and stormwater ponds.



THE FIRST STEP SHELTER PROJECT

Example of
permanent / temporary
structure for the First
Step Shelter Project



THE FIRST STEP SHELTER PROJECT

Example of
permanent / temporary
structure for the First
Step Shelter Project



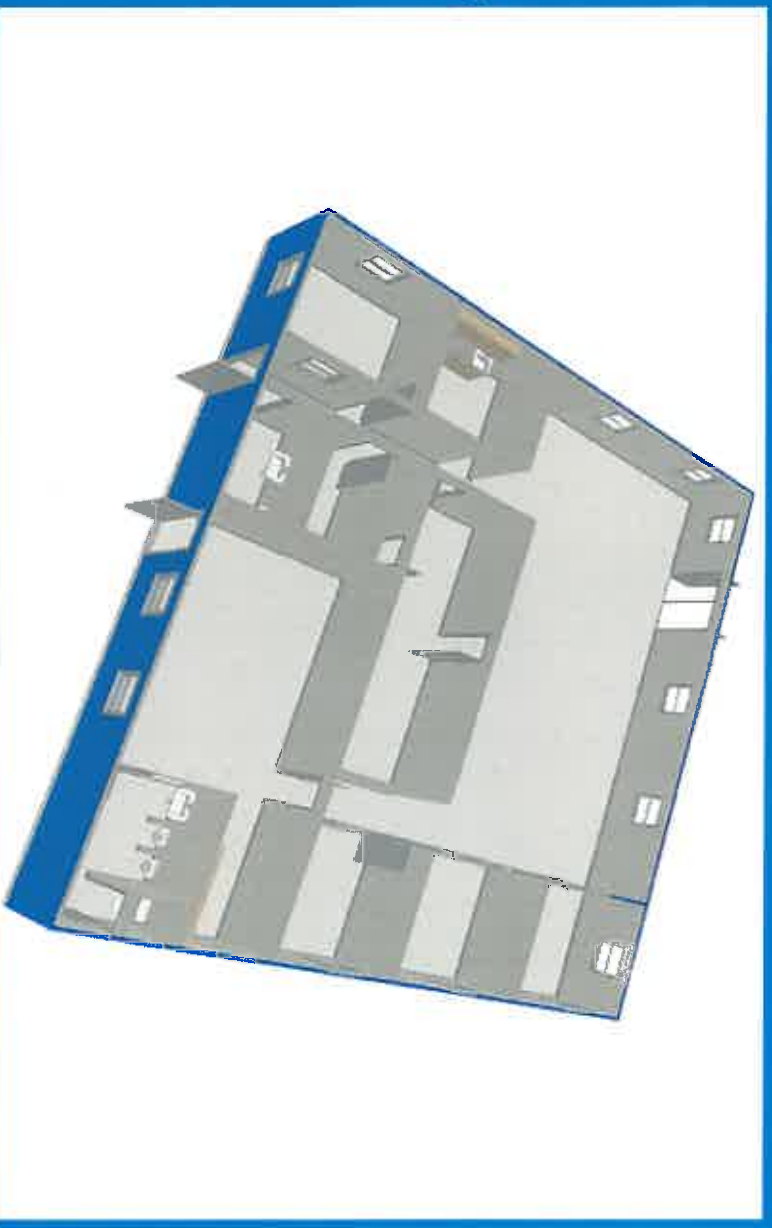
THE FIRST STEP SHELTER PROJECT

Example of
permanent /
temporary structure
for the First Step
Shelter Project



THE FIRST STEP SHELTER PROJECT

Example of
permanent / temporary
structure floor plan
for the First Step
Shelter Project



THE FIRST STEP SHELTER PROJECT

Example of
permanent / temporary
stand-alone shower
and restroom facility
for the First Step
Shelter Project



THE FIRST STEP SHELTER PROJECT

Example of
restroom facility
for the First Step
Shelter Project



THE FIRST STEP SHELTER PROJECT

Example of cold storage for clothing to kill bed bugs and other parasites for the First Step Shelter Project



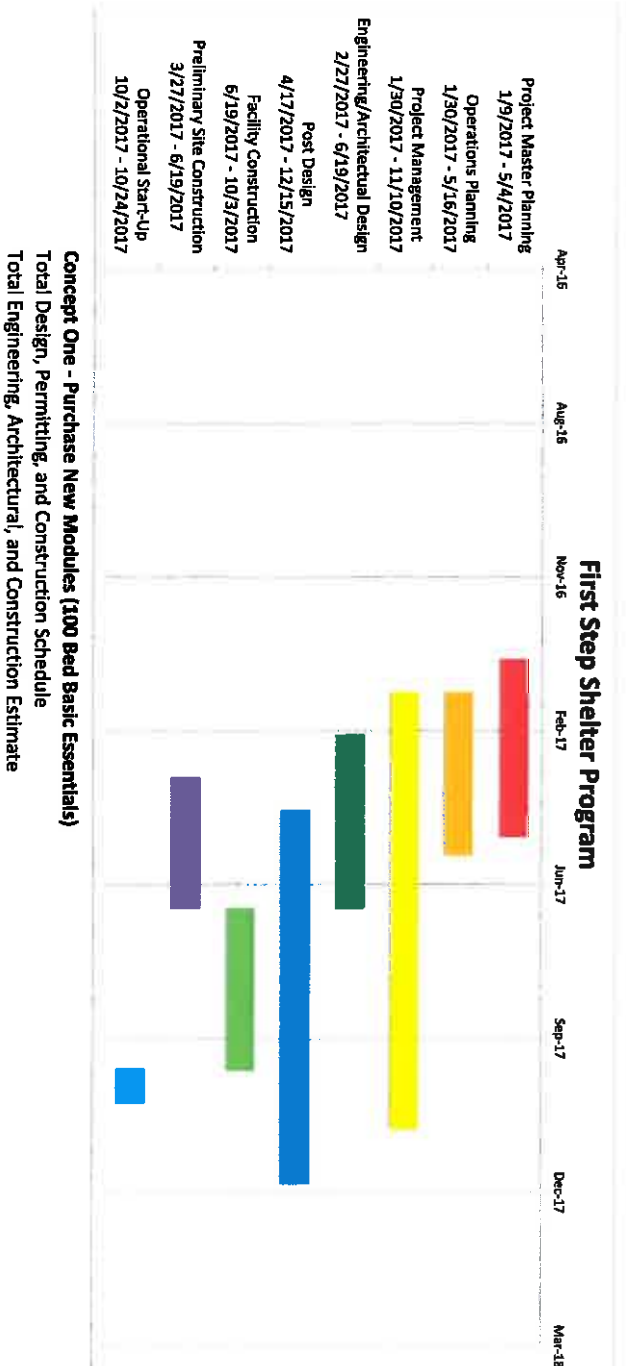
THE FIRST STEP SHELTER PROJECT

Example of
potential
kitchen facility
for the First Step
Shelter Project



THE FIRST STEP SHELTER PROJECT

Proposed Schedule for the First Step Shelter Project



**THE CITY OF
DAYTONA BEACH
FIRST STEP SHELTER
PROJECT
CONSTRUCTION OFF
U.S. 92**

[illegible]

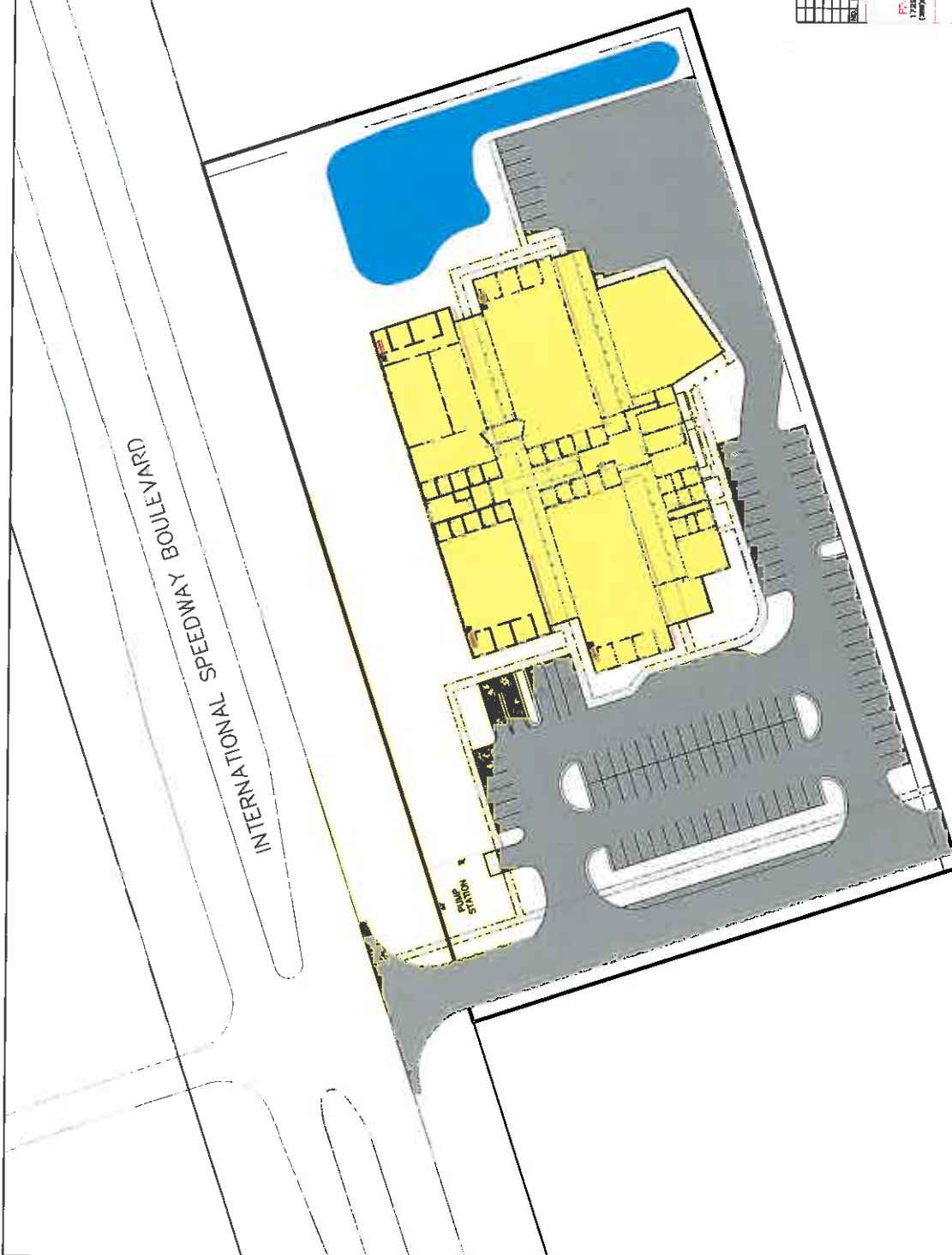
THE CITY OF
DAYTONA BEACH

FIRST STEP SHELTER
PROJECT
OPERATIONAL
BUDGET
FISCAL YEAR 2016/17

Shelter Operations		
Food		182,500
Operational Supplies		22,800
Service Contracts		60,000
Furniture		1,500
Computers & Office Equipment & Supplies		1,500
Utilities		46,500
Van Maintenance & Repair		2,000
Insurance		30,000
Pest Control		1,200
Essential Services		348,000
Case Managers		152,000
Receptionist/Monitors		100,000
Head Cook		37,800
		289,800
Administrative Costs		
Program Director		57,750
Accountant		2,888
Audit		3,000
Bookkeeper		6,000
HMIS Licensure		3,000
		72,638
Contingency		289,562
Total		1,000,000

COUNTY COUNCIL ACTION REQUESTS

1. Approval of the expenditure of funds for construction of the First Step Shelter off of US 92 in Daytona Beach
2. Approval for the County Council to move forward with the Petition for Annexation of County property off U.S. 92 in the vicinity of Red John Road ,

[illegible]

THE FIRST STEP SHELTER PROJECT

QUESTIONS?

THE FIRST STEP SHELTER PROJECT

THANK YOU!



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (G23) Intent to Award ITN No 16-09 Biosolids Stabilization and Disposal Services to Shelley's Environmental Systems

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve, subject to the City Manager and City Attorney approval of the final award and contract document for ITN # 16-09 Biosolids Disposal Services, to Shelley's Environmental Systems, at a rate of \$39.95 per wet ton for a term of 10 years with an annual adjustment of 2% or the annual Consumer Price Index (CPI) whichever is less, and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: Biosolids are a by-product of the wastewater treatment process. The material resulting from the City of Port Orange treatment plant is classified by the Florida Department of Environmental Protection (FDEP) as a "Class B" Biosolids may be land applied on special permitted sites. The FDEP is restricting the number of permitted application sites throughout the state of Florida. In 2014, the company contracted to dispose of the material went out of business abruptly leaving the City scrambling to find an alternative disposal method. The problem involved the restrictions of FDEP on the contractors' disposal site.

The cost of disposal has increased over 20% in the past 10 years. Currently, the Utilities Department budgets \$525,000 annually to dispose of biosolids. The current contract is \$45.00 per wet ton.

The City was seeking a long-term, sustainable, and environmentally responsible solution for disposal at the best available price. With Council approval, in March 2016 ITN 16-09 was issued to provide costs three options:

1. Stabilization (biologically deactivate the material at the treatment plant)
2. Hauling/disposal only
3. Stabilization and hauling/disposal

The ITN notified 1,012 companies through Demand Star. 48 firms received/reviewed the documents and 8 firms submitted responses. The bids were opened May 27, 2016. A committee was formed to evaluate the submittals. The firms were narrowed down to the top three for consideration and negotiation. Each of the top three vendors were invited to present their proposals to the committee.

Each submittal was unique. Both offered an optional stabilization process. After a

thorough review, the committee unanimously decided to defer the purchase of both stabilization processes since neither had been used on sludge produced the facility and guarantees of operational results could not be provided. The committee opted for option 2 - hauling and disposal only and continued negotiations.

On January 10, 2017, the committee unanimously recommended Shelley's Environmental as the best option for the City at this time.

This item appears on the Regular agenda due to its complexity and also because it is our first ITN in recent years.

Project No.: none Funding Account No.: 401 0400 535 3414

ATTACHMENTS:

1.	Department Justification Memo	biosolids bid award memo.pdf
2.	Intenet to Award ITN 16-09	Intent to Award ITN 16-09 (01.25.17).pdf
3.	ITN 16-09 Tabulation Sheet	ITN 16-09 Tabulation Sheet (05.27.16).pdf
4.	ITN 16-09 Final Evaluation Tab	ITN 16-09 Final Evaluation Tabulation with ROA (01.24.17).pdf
5.	ITN 16-06 Bid Document	ITN 16-09 Biosolids Stabilization_Disposal Services (Revised per Addendum No 2).pdf

Julia Wiggins	Created/Initiated - 02/06/2017
Julia Wiggins	Approved - 02/06/2017
Kenny Ho	Approved - 02/06/2017
Rick Wilson	Approved - 02/06/2017
Lynn Stevens	Approved - 02/06/2017
Tracey Riehm	Approved - 02/07/2017
Matthew Jones	Approved - 02/08/2017
Jake Johansson	Approved - 02/08/2017
Robin Fenwick	Final Approval - 02/08/2017



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director

THRU: Diana Fye, Purchasing Manager

FROM: Lynn Stevens, Public Utilities Director

DATE: February 6, 2017

**SUBJECT: Recommendation to Award
ITN16-09 Biosolids Stabilization and/or Disposal Services**

REQUEST:

The Utilities Department requests City Council approve awarding ITN 16-09 Biosolids Disposal Services to Shelley's Environmental Systems, PO Box 249, Zellwood, Florida at a rate of \$39.95 per wet ton for a term of 10 years with an annual adjustment of 2% or the annual Consumer Price Index (CPI) whichever is less.

PURPOSE:

Disposal of biosolids is permitted and governed under the Florida Department of Environmental Protection. The purpose of this bid is to provide the City of Port Orange a long term disposal method in accordance with state and federal requirements.

CONSIDERATION:

Biosolids are a by-product of the wastewater treatment process. The City owns and operates a 12 million gallon per day (MGD) wastewater treatment facility with current flow rates averaging approximately 6 MGD. The wastewater is biologically treated and at the end of the treatment process, concentrated waste sludge is sent to tanks where the biology digests most of the remaining organic material resulting in a biosolid material.

The material resulting from the City of Port Orange treatment plant is classified by the Florida Department of Environmental Protection (FDEP) as a "Class B" biosolid. This means that the biosolids are still biologically active and may be land applied on special permitted sites. The FDEP is restricting the number of permitted application sites throughout the state of Florida. The City has historically disposed of these biosolids under hauling contracts (bids) where the hauler has the permitted disposal sites. In 2014, the company contracted to dispose of the material went out of business abruptly leaving the

City scrambling to find an alternative disposal method. The problem involved the restrictions of FDEP on the contractors disposal site.

The volume of biosolids changes depending on the volume/concentration of wastewater treated in the facility. The cost of disposal has increased over 20% in the past 10 years. Currently, the Utilities Department budgets \$525,000 annually to dispose of biosolids. The current contract is with Shelley's Environmental Systems at \$45.00 per wet ton.

The City was seeking a long-term, sustainable, and environmentally responsible solution for disposal at the best available price. In March 2016 an invitation to negotiate (ITN 16-09) was issued to provide costs for three options:

1. Stabilization (biologically deactivate the material at the treatment plant)
2. Hauling/disposal only
3. Stabilization and hauling/disposal

The ITN notified 1,012 companies through DemandStar. 48 firms received/reviewed the documents and 8 firms submitted responses. The bids were opened May 27, 2016. A committee was formed with internal utility staff and one local engineer consultant to evaluate the submittals. The first evaluation and ranking meeting was held June 16, 2016. The firms were narrowed down to the top three for consideration and negotiation. Each of the top three vendors were invited to present their proposals to the committee. The firm with the lowest price was discounted because the disposal method was land application and the City had experienced issues in the past with that method of disposal. Negotiations began with NuTerra and Shelleys Environmental.

Each submittal was unique. Both offered an optional stabilization process. After a thorough review, the committee unanimously decided to defer the purchase of both stabilization processes since neither had been used on sludge produced the facility and guarantees of operational results could not be provided. The committee opted for option 2 - hauling and disposal only and continued negotiations.

NuTerra proposed leasing 20 acres of land belonging to the City on Shunz Road (the current area where dirt is stored) for \$10 per year for a 20-year term. In return, they would build a composting facility that would take not only the City of Port Orange biosolids, but would receive biosolids from other facilities around the state. The end product would be a mulch compost that is classified as "Class AA" (fertilizer class) by FDEP. The major advantages in this proposal included approximately \$100,000 in disposal cost savings and the creation of 10 jobs. The major disadvantages included the local impacts of additional truck traffic, increased road maintenance (Shunz Road), site security (shares site with wellfield and hunting club), lack of long term operational experience locally, and acceptance of the composting facility by local neighbors.

Shelley's Environmental Systems proposed hauling the City's biosolids to an offsite location where it would be processed into a fertilizer for a 10-year term. This proposal saves the City approximately 10% over the current hauling/disposal cost. The major

advantage of this option is that there is no liability by the City after the material leaves the City treatment plant, simplicity of the contract, the City has had a long term relationship with Shelley's, and no impact to the public.

On January 10, 2017, the committee unanimously recommended Shelley's Environmental as the best option for the City at this time.

FUNDING:

Disposal of biosolids is an operating expense. There are sufficient funds in the operating funds for the Wastewater Treatment Facility.

RECOMMENDATION:

The Public Utilities Department recommends City Council approve awarding ITN 16-09 Biosolids Disposal Services to Shelley's Environmental Systems, PO Box 249, Zellwood, Florida at a rate of \$39.95 per wet ton for a term of 10 years with an annual adjustment of 2% or the annual Consumer Price Index (CPI) whichever is less.

ANTICIPATED SCHEDULE:

Council approval February 21, 2017

ATTACHMENTS:

a.)



INTENT TO AWARD

ITN # 16-09

BIOSOLIDS STABILIZATION AND/OR DISPOSAL SERVICES

January 25, 2017

Purchasing received eight (8) reply submittals for ITN # 16-09, Biosolids Stabilization and/or Disposal Services.

After review of the submissions, the Technical Review Committee entered into negotiations with the top two ranked firms. The Technical Review Committee has made its recommendation to award to Shelley's Environmental Systems from Zellwood, Florida.

Recommendation to award will be presented for City Council approval on February 21, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



**CITY OF PORT ORANGE, FLORIDA
ITN TABULATION SHEET**

ALL REPLIES TO THE INVITATION TO NEGOTIATE ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. REPLIES FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SREPLIES RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER REPLIES SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL REPLIES TO THIS INVITATION TO NEGOTIATE ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITN NUMBER: ITN 16-09
ITN TITLE: BIOSOLIDS STABILIZATION and/or DISPOSAL SERVICE
OPENING DATE/TIME: MAY 27, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Huber Technology Huntersville, North Carolina 28078	H&H Liquid Sludge Disposal, Inc. Branford, Florida 32008	Lapin Services, Inc. Orlando, Florida 32839	Schwing Bioset, Inc. Somerset, Wisconsin 54025
1	Form 9.1 Reply Checklist	Yes	Yes	Yes	Yes
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	Yes
3	Form 9.3 Drug-Free Preference Statement	Yes	Yes	Yes	Yes
4	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
5	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
6	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
7	Form 9.7 Scrutinized Companies List	Yes	Yes	Yes	Yes
8	Form 9.8 Local Business Affidavit of Eligibility	Yes	Yes	Yes	Yes
9	Form 9.9 Vendor Applicatoin and W-9 Form	Yes	Yes	Yes	Yes
10	Cost Breakdown Worksheet	Yes	Yes	Yes	Yes
1 Original, 6 Copies, and 1 Digital Copy		Yes	Yes	Yes	Yes
Deemed Responsive?		Responsive	Responsive	Responsive	Responsive

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
Witnessed by: David Battaglia, Purchasing Agent



**CITY OF PORT ORANGE, FLORIDA
ITN TABULATION SHEET**

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ITN NUMBER: ITN 16-09
ITN TITLE: BIOSOLIDS STABILIZATION and/or DISPOSAL SERVICE
OPENING DATE/TIME: MAY 27, 2016 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		Thermal Process Systems LLC Crown Point, Indiana 46307	NuTerra Management, LLC Jacksonville, Florida 32255	Synagro South, LLC Baltimore, Maryland 21220	Shelley's Environmental Systems Zellwood, Florida 32798
1	Form 9.1 Reply Checklist	Yes	Yes	Yes	Yes
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	Yes
3	Form 9.3 Drug-Free Preference Statement	Yes	Yes	Yes	Yes
4	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
5	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
6	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
7	Form 9.7 Scrutinized Companies List	Yes	Yes	Yes	Yes
8	Form 9.8 Local Business Affidavit of Eligibility	Yes	Yes	Yes	Yes
9	Form 9.9 Vendor Applicatoin and W-9 Form	Yes	Yes	Yes	Yes
10	Cost Breakdown Worksheet	Yes	Yes	Yes	Yes
1 Original, 6 Copies, and 1 Digital Copy		Yes	Yes	Yes	Yes
Deemed Responsive?		Responsive	Responsive	Responsive	Responsive



CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS
FINAL NEGOTIATIONS EVALUATION

ITN # 16-09 Biosolids Stabilization and/or Disposal Services

Technical Review Committee Meeting

Meeting Date: January 24, 2017 @ 2:00 p.m.

Company Name	Evaluation Committee Members				Total Ranking Score	Final Rank
	Tom Troutman	Rick Wilson	Steve Parnell	Kenny Ho		
NuTerra Management, LLC	2	2	2	2	8	2
Shelley's Environmental Systems	1	1	1	1	4	1

RECOMMENDATION OF AWARD
Shelley's Environmental Systems

Purchasing Manager:

CITY OF PORT ORANGE, FLORIDA

INVITATION TO NEGOTIATE

BIOSOLIDS STABILIZATION and/or DISPOSAL SERVICES

ITN #16-09



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: March 2, 2016
Last Day for Questions: April 29, 2016 at 3:00 p.m.

Reply Due Date and Time: May 27, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
dfye@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITN #16-09 Biosolids Stabilization and/or Disposal Services

Notice is hereby given that the City of Port Orange (hereinafter referred to as the "CITY") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide Biosolids Stabilization and/or Disposal Services. It is anticipated that the term of the agreement will be from the date of contract execution up to twenty (20) years. Replies will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on April 27, 2016** which may be amended by addendum issued by the City. All untimely replies will not be considered and will be returned to the Vendor unopened. All replies will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Replies will be opened and read aloud at 2:30 P.M. in council chambers.

There will be a Non-Mandatory pre-reply meeting and site visit for the project at **2:00 p.m.** (local time) on **March 16, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. All prospective proposers are strongly encouraged to attend because there will be a site visit to the Waste Water Treatment Facility (WWTF) and the pre-reply meeting will conclude back at City Hall following the site visit. If another site visit to the WWTF is needed, per request, the City will make the necessary arrangements for one more site visit and post the date and time via an Addendum on DemandStar.

DESCRIPTION: The City of Port Orange (City) is investigating changes to its current biosolids management operation due to increasing disposal costs and the desire for a sustainable long-term solution. The City's current approach to biosolids disposal is viewed as a short-term solution rather than a long-term, sustainable and environmentally responsible solution. The City is seeking Vendor ('s) to provide a long-term, sustainable and environmentally responsible biosolids stabilization and/or hauling/disposal solution.

The scope of services requested in this ITN is for Vendors to provide a long-term biosolids stabilization and/or hauling/disposal solution that is a sustainable, environmentally responsible, and economically viable alternative to the current system. Vendors shall submit qualifications under one of the following service categories. Separate replies shall be submitted if replying on more than one category.

1. Stabilization only
2. Hauling/disposal only
3. Stabilization and hauling/disposal

Only stabilization and/or hauling/disposal options proven effective for biosolids produced from municipal wastewater will be considered. It is the responsibility of the Vendor to provide evidence of a proposed option's viability including references from other biosolids stabilization or hauling/disposal facilities. The City, at its sole discretion, will determine whether the submittal has provided sufficient evidence to establish the option's viability.

This ITN process is intended to result in contract negotiations with a term of up to 20 years for the selected company(s) to provide 1) stabilization 2) hauling/disposal or 3) stabilization and hauling/disposal of biosolids produced at the City's WWTF. All replies are solicited and shall be made pursuant to the Code

of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all replies will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local Vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, dfye@port-orange.org and reference "Questions on ITN #16-09 Biosolids Stabilization and/or Disposal Services" in the subject line. Last day for questions will be **April 11, 2016 at 12:00 PM**.

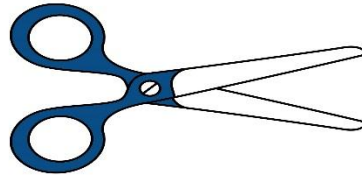
All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No replies received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Replies, to waive any and all non-substantial irregularity in Replies received, whenever such waiver or rejection is in the best interest of the City. A minor irregularity is a variation from the terms and conditions of this ITN that does not affect the price of the Reply or give the Proposer a substantial advantage over other Proposers and thereby restrict or stifle competition and does not adversely impact the interests of the City. At its option, the City may allow a Proposer to correct minor irregularities but is under no obligation to do so. In doing so, the City may request a Proposer to provide clarifying information or additional materials to correct the irregularity. However, the City will not request and a Proposer may not provide the City with additional materials that affect the price of the Reply, or give the Proposer an advantage or benefit not enjoyed by other Proposers.

Replies shall be **submitted in the City Clerk's office** with one (1) original, six (6) copies and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITN #16-09 Biosolids Stabilization and/or Disposal Services"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – March 2, 2016

Cut along the outer border and affix this label to your sealed reply envelope to identify it as a "Sealed Reply". Be sure to include the name of the company submitting the proposal where requested.



SEALED REPLY • DO NOT OPEN

SEALED ITN NO.

ITN #16-09

INT TITLE:

Biosolids Stabilization and/or Disposal Services

DUE DATE/TIME:

May 27, 2016 at 2:30 pm

SUBMITTED BY:

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Diana M. Fye, CPPB, FCPA
Purchasing Manager
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Negotiate (ITN) is to solicit competitive sealed replies from Vendors interested in participating in competitive negotiations to establish a term contract to provide Biosolids Stabilization and/or Disposal Services. The City of Port Orange (City) is investigating changes to its current biosolids management operation due to increasing disposal costs and the desire for a sustainable long-term solution. This ITN process is intended to result in contract negotiations with a term of up to twenty (20) years for the selected company(s) to provide 1) stabilization, 2) hauling/disposal, or 3) stabilization and hauling/disposal of biosolids produced at the City's Wastewater Treatment Facility (WWTF).

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Negotiate promotes competitive selection. It shall be the proposer's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITN to a single source.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described herein shall submit sealed replies including one (1) original copy, six (6) identical paper copies, and one (1) electronic copy in pdf format on CD or flash drive, in conformance with the detailed submittal instructions.

Replies must be delivered in a sealed envelope and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than **Friday, May 27, 2016, at 2:30 PM (Local Time)**. Due to the timing of mail service, the City cautions Proposers to assure actual delivery of replies to the City prior to the deadline set for receiving replies. Replies received after the established deadline shall not be considered.

Replies shall be sealed and Proposers should indicate on the outside of their reply the following:

- a. Invitation to Negotiate (ITN) Number and Title
- b. Date of Opening
- c. Name of Proposer
- d. Address of Proposer

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, reply, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Proposers are instructed NOT to fax their reply package. **Faxed replies shall be rejected as non-responsive regardless of where or when the fax is received.**

All replies will be opened publicly and the names of all Proposers shall be read aloud.

The City of Port Orange reserves the right to reject any or all replies or parts of replies, if it is in the best interest of the City.

NON-MANDATORY PRE-REPLY MEETING AND SITE VISIT:

There will be a non-mandatory pre-reply meeting for the project at 2:00 PM (local time) on March 16, 2016 at city Hall, Council Chambers (1st Floor) 1000 City Center Circle, Port Orange, Florida 32129. All prospective proposers are strongly encouraged to attend because the Pre-Reply Meeting will offer potential proposers the opportunity to ask questions and discuss the project directly with staff. All prospective proposers are strongly encouraged to attend because there will be a site visit to the Waste Water Treatment Facility (WWTF) and the pre-reply meeting will conclude back at City Hall following the site visit. If another site visit to the WWTF is needed, per request, the City will make the necessary arrangements for one more site visit and post the date and time via an Addendum on DemandStar.

TIMELINE:

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on DemandStar at www.demandstar.com under this ITN number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your reply.

ACTION/LOCATION DATE/LOCAL TIME

ITN RELEASE: **March 2, 2016**

NON-MANDATORY PRE-REPLY MEETING and SITE VISIT: **March 16, 2016 at 2:00 p.m.**

City Hall, Council Chambers (1st floor)

1000 City Center Circle

Port Orange, Florida 32129

DEADLINE FOR QUESTIONS **April 29, 2016 by 3:00 p.m.**

FINAL ADDENDUM POSTING ON DEMANDSTAR **May 27, 2016**

REPLIES DUE **May 27, 2016 by 2:30 p.m.**

Port Orange City Clerk's Office

Attn: Diana M. Fye, CPPB, FCPA

Purchasing Manager, Finance Department

1000 City Center Circle,

Port Orange, Florida 32129

OPENING (Initial Replies) **May 27, 2016 at 2:30 p.m.**

City Hall, Council Chambers (1st floor)

1000 City Center Circle

Port Orange, Florida 32129

(Open to the public)

EVALUATION COMMITTEE MEETING TO RANK & SHORTLIST VENDORS **June 16, 2016 at 1:00 p.m.**

City Hall, Council Chambers (1st floor)

1000 City Center Circle

Port Orange, Florida 32129

(Open to the public)

POSTING OF RANKING on DEMANDSTAR **To Be Determined**

ORAL PRESENTATIONS/NEGOTIATIONS – (Start Date) **To Be Determined**

(Not open to the public)

PUBLIC MEETING TO RANK VENDORS **To Be Determined**

City Hall, Location to be Determined

1000 City Center Circle

Port Orange, Florida 32129

POSTING OF RANKING/INTENDED AWARD ON DEMANDSTAR **To Be Determined**

GENERAL OVERVIEW:

The ITN process is divided into two (2) phases. The evaluation phase involves the City's initial evaluation of Replies. During the evaluation phase, all responsive Replies will be evaluated to establish a shortlist of Replies based on the merit of the submittals. The City will then select one (1) or more vendors with which to commence negotiations.

The negotiation phase involves negotiations with the vendor(s). During the negotiation phase, the City may request revised replies and/or best and final offers based on the negotiations. After negotiations, the City intends to post a notice of intent to award a contract(s), identifying the responsive and responsible vendor(s) that provides the best value. Responsive vendors who are not selected for negotiations will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Final contract terms will be established with the selected vendor(s) during the negotiation phase.

QUESTIONS REGARDING THIS ITN:

All questions shall reference "Questions on ITN # 16-09 Biosolids Stabilization and/or Disposal Services" in the subject line. All questions concerning this ITN shall be submitted in writing no later than **12:00 p.m.** on **April 29, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
dfye@port-orange.org

Proposers shall not direct any queries or statements concerning their reply to the City staff and/or Evaluation Committee during the selection process, from the time of submission of a reply until recommendation of award. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.

CONTACT OTHER THAN DURING THE NEGOTIATION PHASE:

Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the seventy-two (72) hour period (Saturdays, Sundays and State holidays excluded) following the City's posting of the notice of intent to award a contract, any City Council Members, City staff, or consultants concerning any aspect of this solicitation, except in writing to the procurement officer in accordance with subsection 1.5 above or as otherwise provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown.

During the negotiation phase of this ITN: (i) any contact and communication between the members of the negotiation team for the prospective vendor(s) with whom the City is negotiating and the negotiation team for the City is permissible, but only "on the record" (as required by subsection 286.0113(2), Florida Statutes) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective vendor with whom the Department is negotiating and the procurement officer outside of the negotiation meetings is permissible so long as it is by email only.

VIOLATION OF CONTACT LIMITATIONS:

Violation of the provisions regarding contact other than during the negotiation phase of this ITN may be grounds for rejecting a reply, if determined by the City to be material.

ADDENDA REGARDING THE INVITATION TO NEGOTIATE:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Reply Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITN or in any addendum to this ITN. Where there appears to be a conflict between the ITN and any addenda issued, the last addendum issued will prevail.

It is the Proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact person prior to submitting a reply that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their replies. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum will be provided via the DemandStar website at: www.demandstar.com.

The failure of Proposers to submit acknowledgement of any addenda that affects the ITN price(s) is considered a major irregularity and will be cause for rejection of the reply.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITN submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITN. Lack of understanding and/or misinterpretation of any portions of this ITN shall not be cause for withdrawal of your reply after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MEETING SPECIFICATIONS:

If you are taking exception, indicate those exceptions as stated on the Proposer's Acknowledgment Form.

REPLY SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Replies, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the

Proposers. Upon opening, replies become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CHANGES TO REPLIES AFTER SUBMISSION PROHIBITED:

During the evaluation phase, no changes, modifications, or additions to the reply will be allowed after the replies have been opened. However, the Department reserves the right to seek clarifications or additional information.

PAYMENT AND PERFORMANCE BONDS:

Upon award, if construction services are involved related to this ITN, the successful bidder will be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the city will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida Law. The City will bill the cost of recording to the contractor.

WITHDRAWAL OF PROPOSALS:

NO reply shall be withdrawn for a period of two-hundred-forty (240) days subsequent to the reply opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer in preparing the reply confers no right of withdrawal or modification after the reply has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn reply shall not be resubmitted.

OPENING OF REPLIES:

Proposals will be received until the date and time stated in this ITN and will be publicly opened and read at the place, time and date stated in the Timeline in Section 2 of this ITN. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

REJECTION OF REPLIES:

The City reserves the right to reject any and/or all replies when such rejection is in the best interest of the City.

REPLIES MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

Failure to update the information on file including address, product, service or business descriptions.

- (a) Failure to perform according to contract provisions.
- (b) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (c) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (d) Evidence that the vendor has attempted to give a selection committee member a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

NO LOBBYING:

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITN. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted replies for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITN.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

BEST VALUE SELECTION & PUBLIC MEETINGS:

The City intends to contract with the responsive and responsible Vendor whose proposal is determined by the Technical Review Committee to provide the best value to the City. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the City based on objective factors that include price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

PUBLIC MEETING AGENDA:**Agenda – Public Opening (Initial Replies)**

Agenda for Public Opening of initial replies to ITN #16-09

Starting Time: see "Timeline" in Section 2 of this ITN solicitation

- Opening remarks of approx. two (2) minutes by Purchasing Division personnel.
- Initial replies received timely will be opened, with Proposer's name read aloud and tabulated.
- Adjourn meeting.

Agenda – Meeting to Rank and/or Short List

Agenda for Meeting to Rank and/or Short List on ITN #16-09

Starting Time: see "Timeline" in Section 2 of this ITN solicitation

- Opening remarks of approx. two (2) minutes by Purchasing Division personnel.
- The evaluations of Initial Replies received will be summarized.
- Rank firms evaluated from highest to lowest

- Determine the number of highest ranked firms to include on Short List.
- Announce the names of the Ranked or Short Listed firms and when the decision will be posted on DemandStar.
- Adjourn meeting.

Agenda – Meeting to Summarize and Determine Intended Award

Agenda for Meeting Summarize and Determine Intended Award for ITN #16-09

Starting Time: see “Timeline” in Section 2 of this ITN solicitation

- Opening remarks of approx. two (2) minutes by Purchasing Division personnel.
- Recap and discussion among evaluation team to determine “best value”.
- Announce Vendor determined to be “best value” as the Intended Award.
- Determine the number of highest ranked firms to include on Short List.
- Announce the time and date the decision will be posted on DemandStar.
- Adjourn meeting.

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SECTION 3 – SCOPE OF SERVICES

The City is investigating changes to its current biosolids management operation due to increasing disposal costs and the desire for identify a more sustainable long-term solution. The City's current approach to biosolids processing and disposal is viewed as a short-term solution rather than a long-term, sustainable and environmentally responsible solution. The City is seeking the most qualified company to provide a long-term, sustainable and environmentally responsible biosolids stabilization and/or hauling/disposal solution.

The scope of services requested in this ITN is for Proposers to provide a long-term biosolids stabilization and/or hauling/disposal solution that is a sustainable, environmentally responsible, and economically viable alternative to the current system. Proposers shall submit qualifications under one of the following service categories. Separate proposals shall be submitted if proposing on more than one category.

1. Stabilization only
2. Hauling/disposal only
3. Stabilization and hauling/disposal

Only solutions incorporating proven technology for municipal wastewater biosolids stabilization and/or hauling and disposal will be considered. It is the responsibility of the Proposer to provide evidence of a proposed option's viability including references from other biosolids stabilization or hauling/disposal facilities. The City, at its sole discretion, will determine whether the submittal has provided sufficient evidence to establish the option's viability.

This ITN process is intended to result in contract negotiations with a term of up to 20 years for the selected company(s) to provide 1) stabilization 2) hauling/disposal or 3) stabilization and hauling/disposal of biosolids produced at the City's WWTF.

GENERAL INFORMATION FOR THE ITN:

The City owns and operates a 12 million gallons per day (MGD) permitted capacity municipal Wastewater Treatment Facility (WWTF) with current flow rates averaging approximately 6 MGD (FDEP operating permit FL0020559). The WWTF consists of influent screening, grit removal, anoxic/oxic (A/O) activated sludge biological nutrient removal, clarification, chemical feed facilities, denitrification filter system, re-aeration, chlorination, dechlorination, aerobic digestion, gravity thickener, and belt filter press dewatering. The biosolids treatment design includes aerobic digesters, a gravity thickener, and belt filter presses for sludge holding, thickening, and dewatering. However, the City is not currently using the digesters to meet Class B stabilization requirements. Instead, the City has a sludge hauling agreement with a licensed hauling company to receive unstabilized biosolids, transport, treat, and land apply at a residuals management facility (RMF).

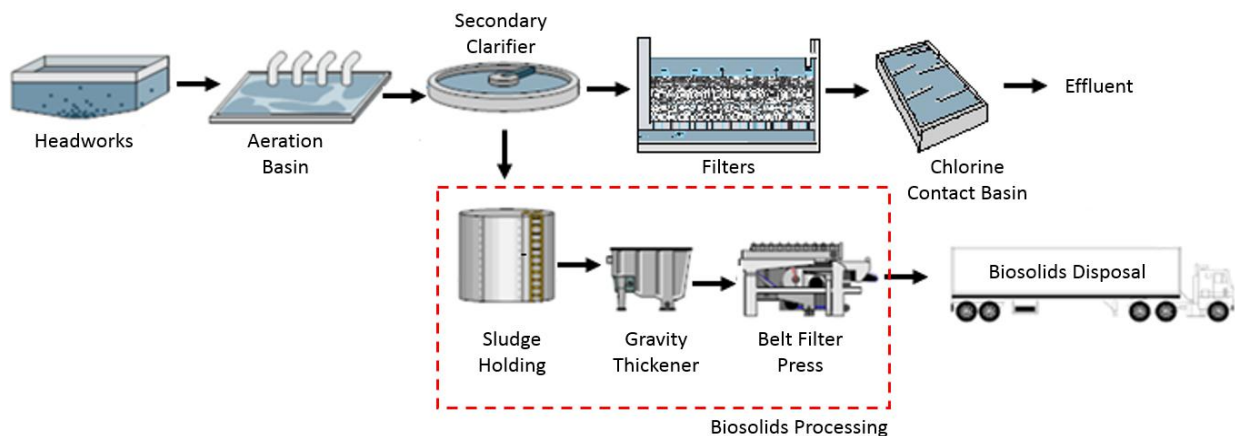
The WWTF currently uses two 750,000 gallon sludge holding tanks (digester tanks), a 140,000 gallon gravity thickener, and 5 belt filter presses for biosolids treatment. A third 750,000 gallon sludge holding tank is available but it is currently out of service. Waste activated sludge (WAS) is pumped from the secondary clarifiers to digester tanks #1 and #2 by 3 HP WAS pumps rated at 250 gpm. According to plant operation data for the period of January 2014 through December 2014, the WAS flows to the digester tanks averaged approximately 133,000 gallons per day with an average total suspended solids (TSS) concentration of 10,454 mg/L (1.04%). Digester tank aeration is provided by two 150 HP and one 75 HP centrifugal blowers.

WAS is then transferred from digester tanks #1 and #2 to the gravity thickener using 2 HP transfer pumps (operating at 350 gpm). The gravity thickener is mixed by a 15 HP blower. The supernatant is removed from the gravity thickener through a telescoping valve (TSV) that conveys the liquid back to the plant drain

for return to the headworks. Thickened sludge is transferred to the 7 HP belt filter presses using 7.5 HP (125 gpm) transfer pumps. Daily grab samples of the supernatant were taken on May 18 – 22, 2015 and resulted in an average TSS concentration of 66.4 mg/L (0.007%). Daily grab samples of the gravity thickener flows to the belt filter presses during the same time frame resulted in an average TSS concentration of 20,000 mg/L (2.0%). Polymer is added to the sludge before the belt filter presses to increase dewatering capabilities. The solids concentration of the sludge coming off of the belt filter presses averaged 13,900 mg/L (13.9%) TSS in 2014.

The dewatered sludge is then hauled by a licensed hauling company to a Residuals Management Facility (RMF) for treatment to a minimum of Class B. The resultant biosolids are disposed of through land application to their sites. In 2014, the City records show that 9,558 wet tons were hauled off with an average solids concentration of 13.9%.

The current biosolids operating process flow is as depicted in the following diagram:



SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.

2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. Appropriate, Appropriated, or Appropriation means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. Bid is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

5. Bidder or Proposer is a person, firm, or entity that submits a Bid/Proposal, etc. in response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.

6. Bid Guaranty (Bid Bond) guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

7. Bids are responses to an Invitation to Bids.

8. City means the City of Port Orange.

9. Competitive Negotiation means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be

conducted with responsible offerors who submit proposals through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.

10. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

11. Contractor means the person, firm or entity selling goods or services to the City under a Contract.

12. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.

13. Due Date means the date and time specified for receipt of Bids.

14. Goods are supplies, materials, or equipment.

15. Invitation to Bid (ITB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

16. Invitation to Negotiate (ITN) means a Solicitation requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.

17. Lowest Responsible Bid means the Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

18. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.

19. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

20. Offer means a complete signed response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, a statement of qualifications and interest submitted in response to a Request for Qualifications, or a reply submitted in response to an Invitation to Negotiate.

21. Pre-Bid/Proposal/Statement Meeting means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

22. Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

23. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

24. Purchase Order is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase

Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

25. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

26. Request for Statement of Qualifications (RFSQ) means a Solicitation requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

27. Services include all work or labor performed for the City on an independent contractor basis other than construction.

28. Solicitation means, as applicable, an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

29. Subcontractor means a person, firm or entity providing goods or services to a Bidder to be used in the performance of the Bidder's obligations under the Contract.

30. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised bids; however, these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders/Proposers should acknowledge all addenda by circling the quantity of addenda received on the

"Bidder/Proposer Acknowledgment Form" and include it in the returned bid/proposal/statement/reply package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid/proposal/statement/reply. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITB/RFP/RFSQ/ITN/ITQ or in any addendum to the ITB/RFP/RFSQ/ITN/ITQ. Where there appears to be a conflict between the ITB/RFP/RFSQ/ITN/ITQ and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid/proposal/statement/reply, the Bidder/Proposer affirms that this bid/proposal/statement/reply is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid/proposal/statement/reply for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid/proposal/statement/reply to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid is accepted, the Bidder/Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust 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 Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. ASSIGNMENT

The successful Bidder/Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Bidder/Proposer from all contractual obligations.

6. CONTRACT

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all bids/proposals/statements/replies or to waive any and all non-substantial irregularity in bids/proposals/statements/replies received, whenever such waiver or rejection is in the best interest of the City.

7. BID/ PROPOSAL / STATEMENT / REPLY FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS/PROPOSALS/STATEMENTS/REPLIES

Unless otherwise specified, Bidders/Proposers shall use the bid/proposal forms supplied by the Purchasing Division. Bids/proposals shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids/proposals/statements/replies shall be submitted by mail or hand delivery only. No Bids/proposals/statements/replies will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance

Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid/proposal/statement/reply submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope or package shall be submitted. The envelope/package contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids/proposals/statements/replies deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and five (5) copies and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed bids/proposals/statements/replies to the City of Port Orange at the address set forth in paragraph 7 above on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon

which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

(a.) As soon as possible after receipt, the Purchasing Manager provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.

(b.) Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager renders a decision.

(c.) If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must be in writing to the protestor.

10. BID/PROPOSAL TABULATION

Bidders/Proposers who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

11. BONDS

If this bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without

the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bond/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the ITB/RFP which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders shall be made in writing by the City of Port Orange Purchasing Division.

13. CONDUCT OF PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation

process shall end upon issuance of the written City Manager and staff recommendation for selection of a Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder/Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

14. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

16. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder/Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original bid.

18. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.)

19. COPYRIGHT AND PATENT RIGHTS

Bidder/Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful Bidder/Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/PROPOSER

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Bidder/Proposer for a period of 36 months from the date of default.

22.DELIVERY OF GOODS/SERVICES

(a.) All materials are to be delivered F.O.B.; City of Port Orange designated facility.

(b.) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

(c.) Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation to Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation to Bid or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Invitation to Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation to Bids shall prevail.

(d.) When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

23.DETERMINATION OF LOWEST AND BEST BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

(a.) The ability, capacity and skill of the Bidder/Proposer to perform the contract.

(b.) Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

(c.) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

(d.) The quality of performance of previous contracts.

(e.) The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

(f.) The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

(g.) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

(h.) The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

(i.) The number and scope of conditions attached to the bid.

(j.) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24.DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder/Proposer. No officer,

agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder/Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Bid/RFP.

25. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive bids. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all bids may be rejected if the City believes that collusion exists among the Bidders/Proposers. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder/Proposer and after the bids are opened one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any bid.

27. EVALUATING RFP'S/RFSQ's/ITN'S

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or

requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the RFP/RFSQ/ITN. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this RFP/RFSQ/ITN process this short list will consist of no less than three vendors (Unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the RFP/RFSQ/ITN unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the RFP/RFSQ/ITN, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the three firms that were short-listed. At the oral presentation, the short listed firms present an overview of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the

Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29.FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30.FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid" card, three (3) times, shall result in the vendor's name being removed from the City's mailing list.

31.GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32.GOVERNING LAW

Bidder/Proposers shall comply with all applicable federal, state and local laws and regulations. All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional

counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Invitation to Bid.

33.GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

34.HIPAA COMPLIANCE

Bidder/Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35.IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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.

36.INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers,

agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using

department. If a Bidder/Proposer cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate and non-responsive.

39. INSURANCE

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

41. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

42. IRREVOCABILITY OF BID/PROPOSAL

Each Bidder/Proposer agrees that bids shall remain open until the effective date not to exceed 90 days

after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder/Proposer.

43. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Bids/Proposals/Statements/Replies received after the Bid/Proposal/Statement/Reply Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid/Proposal/Statement/Reply Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and ITB/RFP/RFSQ/ITN.

44. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to ITB/RFP/RFSQ/ITN hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

The Bidder/Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the

United States Government now in force or hereafter to be adopted. The Bidder/Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

46. MAINTENANCE

Maintenance required for equipment bid is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

47. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

48. NON DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

49. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

50. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

51.PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

52.PRE-BID MEETING OR PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the ITB/RFP/RFSQ/ITN legal advertisement and ITB/RFP/RFSQ/ITN/ specifications. The meeting shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53.PREPARATION OF BID/PROPOSAL/STATEMENT/REPLY

In preparing bids/proposals/statements/replies, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids

containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder/Proposer shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

54.POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise the ITB/RFP/RFSQ/ITN for new proposals; postpone or cancel, at any time, the ITB/RFP/RFSQ/ITN/ITQ process; or waive any irregularities in the ITB/RFP/RFSQ/ITN/ITQ or in the bids/proposals/statements/replies received as a result of the ITB/RFP/RFSQ/ITN/ITQ, or to accept that bid/proposal/statement/reply which best serves the interest of the City.

55.PRICING

Bidder/Proposer certifies that prices, terms and conditions in the bid/proposal/statement/reply will be firm for acceptance for a period of ninety (90) days from the date of bid/proposal opening unless otherwise stated by the City. Bids/proposals/statements/replies may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids/proposals/statements/replies may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to

payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to ITBs/RFPs/RFSQs/ITNs/ITQs, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

58. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided 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.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidder/Proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, **portions of such meetings** may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Bidder/Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation

sessions are still open to the public and competing Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of bids/proposals/statements/replies, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

62. QUALITY

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 unless otherwise specified in this bid by the City.

63. RIGHT OF WITHDRAWAL ITB/RFP/RFSQ/ITN/ITQ

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the bid/proposal/statement/reply due date.

64. RIGHTS TO ITB/RFP/RFSQ/ITN/ITQ SUBMITTED MATERIAL

All bids/proposals/statements/replies, responses, inquiries, or correspondence relating to or in reference to an ITB/RFP/RFSQ/ITN/ITQ, and all reports, charts, and other documentation submitted by Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Bidder/Proposer the exact terms and conditions of the Contract.

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

67. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final ITB/RFP/RFSQ/ITN/ITQ selection, Bidders/Proposers may be required to submit additional information which the City may deem

necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the ITB/RFP/RFSQ/ITN/ITQ and subsequent Contract.

69. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

70. REVIEW OF BIDS/PROPOSALS/STATEMENTS/REPLIES

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the ITB/RFP/RFSQ/ITN/ITQ. A responsive bid/proposal/statement/reply is one which follows the requirements of the ITB/RFP/RFSQ/ITN/ITQ, includes all required documentation, is submitted in the format outlined in the ITB/RFP/RFSQ/ITN/ITQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your bid/proposal/statement/reply non-responsive.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SAMPLES

Samples, when requested, must be furnished at, or before, bid/proposal/statement opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

73. SEPARATION AND DISTRIBUTION

The ITB/RFP/RFSQ/ITN/ITQ has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of ITBs/RFPs/RFSQs/ITNs/ITQs at:
www.demandstar.com.

74. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

75. SIGNATURE REQUIRED

All bids/proposals/statements/replies must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS/PROPOSALS/STATEMENTS/REPLIES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER

The signed bid/proposal/statement/reply is considered an offer on the part of the Bidder/Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the

successful Bidder/Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

78. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder/Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the ITB/RFP/RFSQ/ITN/ITQ; and, that the Bidder/Proposer shall provide follow-up evidence that the Bidder/Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the ITB/RFP/RFSQ/ITN/ITQ. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

79. SUPPLEMENTAL MATERIALS

Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

80. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

81. TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Bidder/Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Bidder/Proposer.

83. TERMINATION - NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

84. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. Bidder/Proposer is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

85. USE OF PROPOSAL FORMS

Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the ITB/RFP/RFSQ/ITN/ITQ. All blanks on the Bid/Proposal/Statement/Reply Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Bid/Proposal/Statement/Reply Forms. Failure to fully complete the appropriate Bid/Proposal/Statement/Reply Forms may result in disqualification of the bid/proposal/statement/reply.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Bid/Proposal/Statement/Reply Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the

entity making the proposal. The original bid/proposal/statement/reply, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Bid/Proposal/Statement/Reply Form.

86. VARIANCES

For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals/statements/replies, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals/statements/replies deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal bids. (Code 1981, § 8-29)

88. WARRANTIES

Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in

the bid. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's/Proposer's expense. If Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

90. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:

In accordance with City of Port Orange City Code 2-275, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

The City may make an award within two-hundred-forty (240) calendar days after the date the final Replies are due. By submitting a reply, Proposers acknowledge and agree that their Replies shall remain firm for (and shall not be withdrawn) for at least two-hundred-forty (240) calendar days after the final Replies have been submitted. If an award is not made within the two-hundred-forty (240) day period, the final Reply shall remain firm until either the City awards the contract or the City receives from the Proposer written notice that the Reply is withdrawn.

Proposers may request to withdraw replies within seventy-two (72) hours (excluding state holidays, Saturdays and Sundays) after the due date for Replies provided in the Time Line in Section 2 of this ITN. Requests received in accordance with this provision may be granted by the City upon proof of the impossibility to perform based upon an obvious error as determined solely by the City.

PUBLIC RECORDS:

All electronic and written communications pertaining to this ITN, whether sent from or received by the City, are subject to Florida's public records law, chapter 119, Florida Statutes. The section below addresses the submission of trade secret and other information exempted from public inspection.

REPLIES ARE PUBLIC RECORDS:

All materials submitted in Reply to this ITN will be a public record subject to the provisions of chapter 119, Florida Statutes. Selection or rejection of a Reply does not affect the public record status of the materials.

REPLIES WILL BE SUBJECT TO PUBLIC INSPECTION:

Unless exempted by law, all public records are subject to public inspection and copying under Florida's public records law, chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of replies pursuant to subsection 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of Replies become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in Proposer's reply to this solicitation will be waived upon submission of the Reply to the City, unless the claimed trade secret information is submitted in accordance with subsection 2.13.4. This waiver includes any information included in the Proposer's Reply outside of the separately bound document described below.

HOW TO CLAIM TRADE SECRET OR OTHER EXEMPTIONS:

If a Proposer considers any portion of the documents, data, or records submitted in its Reply to be trade secret or otherwise exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Proposer must submit all such information as a separately bound, ***unredacted*** document clearly labeled "Attachment to Invitation to Negotiate, Number 16-09—Exempt Material," together with a brief written description of the grounds for ITN No.: 16-09 Biosolids Stabilization and/or Disposal Services claiming exemption from the public records law, including the specific statutory citation for such exemption.

The Proposer must also simultaneously provide the City with a separate, electronic *redacted* copy of its Reply. The file name of the electronic redacted copy shall contain the name of Proposer, the ITN number, and redacted copy (e.g., Proposer Name_ITN 16-09_redacted copy.pdf). The first page of the electronic redacted copy and each page on which information is redacted shall prominently display the phrase "Redacted Copy."

This submission must be made no later than the Reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required for the material.

PUBLIC RECORDS REQUEST:

If a Proposer fails to mark any materials submitted to the City as exempt and failed to submit a redacted copy as provided in this section, the Proposer **waives** the exemption, and the City will produce all of Proposer's documents, data or records to any person requesting a copy under chapter 119, Florida Statutes. The Proposer exclusively bears the burden of complying with subsection 2.13.4 to ensure its exempt information is appropriately marked.

CITY NOT OBLIGATED TO DEFEND PROPOSER'S CLAIMS:

The City is not obligated to agree with a Proposer's claim of exemption and, by submitting a Reply, the Proposer agrees to defend its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, by submitting a Reply, the Proposer agrees to protect, defend, indemnify and hold harmless the City for any and all claims and litigation including litigation initiated by the City), including attorney's fees and costs, arising from or in any way relating to the Proposer's assertion that the redacted portions of its Reply are trade secrets or otherwise exempt from public disclosure under chapter 119, Florida Statutes.

COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the Reply or a negotiation session only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

SCRUTINIZED COMPANIES LISTS:

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bid responses of \$1 million or more must include the attached **Scrutinized Companies Lists** Form to certify the respondent is not on either of those lists.

NON-EXCLUSIVITY OF CONTRACT:

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

AWARDS:

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITN is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

WITHDRAWAL OF ITN:

The City reserves the right to withdraw the ITN at any time, including after an award is made, when to do so would be in the best interest of the City of Port Orange, and by doing so the City will have no liability to any Proposer.

RESERVED RIGHTS AFTER NOTICE OF AWARD:

The City reserves the right, after posting notice thereof, to withdraw or amend its notice of intent to award and re-open negotiations with any Proposer at any time prior to execution of a contract.

NO CONTRACT UNTIL EXECUTION:

A notice of intent to award under this ITN shall not constitute or form any contract between the City and a Proposer. No contract shall be formed until such time as a Proposer and the City formally execute a contract with requisite written signatures.

SUBCONTRACTING:

The successful Proposer(s) is fully responsible for all work performed under the resultant contract of this solicitation. The Proposer will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

The successful Proposer(s) acknowledges that it will not be released of its contractual obligation to the City because of any subcontract. The City may treat Proposer's use of a subcontractor not disclosed during the ITN process or approved by the City as a breach of contract.

PROPOSER'S PRODUCT OR SERVICES:

The Proposer's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the Proposer is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Proposer shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Proposer.

In furnishing the service or product to the City, the Proposer shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

LITERATURE (if applicable):

If no particular brand, model or make is specified, Proposers shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' <u>Limits:</u> Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive <u>Limits:</u> General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive <u>Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability <u>Limits:</u> (Errors & Omissions)	Coverage- \$1,000,000 minimum	

SECTION 7 – REPLY SUBMITTAL & REQUIREMENTS

Replies shall include all of the information solicited in this ITN, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the reply. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a reply shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this ITN.

In conjunction with other material and information requested in the ITN, all Proposers responding to this solicitation shall provide one (1) original, six (6) identical paper copies, and one (1) electronic copy in pdf format on CD or flash drive, and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TITLE PAGE

Show the Statement of Qualifications subject (indicate "Stabilization", "Hauling/Disposal", or "Stabilization and Hauling/Disposal"), the name of your firm, address, telephone number, name of contact person and date.

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

TAB A – STATEMENT OF INTEREST:

The Proposer will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the ITN number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. Include the following general information:

- Company Name
- Mailing Address
- Physical Address
- Primary Contact Name and Title
- Telephone Number
- Email Address
- Business Classification
- If a Corporation, State where incorporated and date of incorporation
- Number of years your Company has been operating under the present business name
- Conflict of Interest Statement
- Certifications and Licenses

TAB B – EXECUTIVE SUMMARY

- Provide an executive summary that includes a brief overview of the proposed services and describes the Proposer's biosolids stabilization and/or disposal solution. Include a description and

background summary of the responding Company. Summarize Proposer qualifications, financial strength, and technical capabilities to fulfill all services required to successfully accomplish the work.

- Demonstrate core competencies in biosolids stabilization and/or disposal/hauling including, but not limited to: biosolids disposal; processing (if applicable); regulatory knowledge; financing and construction knowledge (if applicable).
- Provide sufficient information to demonstrate the Proposer's ability to successfully and reliably complete services. Discuss ability to immediately enter into a contract.

TAB C – PROJECT APPROACH AND TIMELINE (20 POINTS):

- Provide a clear discussion of how the Proposer will accomplish the objectives set forth in the scope of services, including but not limited to methodology, assistance required from the City, and on-site or off-site improvements necessary to implement the proposed solution for one of the following options:
 1. Services for hauling/disposing biosolids from the WWTF to final disposal only.
 2. Services for stabilizing biosolids only.
 3. Services for stabilizing biosolids and hauling/disposing biosolids from the WWTF to final disposal.
- The Proposer shall include the following in the proposed solution approach description (as applicable):
 - Overall approach including implementation strategy, product/technical support program, customer support program, and reliability assurances.
 - Identify the capacity limitations of proposed solution.
 - Identify any operational constraints the proposed solution would place on routine plant operations.
 - Identify staffing requirements and average daily staff time required to operate and maintain the proposed solution.
 - Approach for coordinating and managing biosolids stabilization and/or hauling/disposal.
 - Provide a list of equipment and personnel that would be mobilized to provide services if applicable as outlined in this ITN.
 - An explanation of environmental impacts/benefits.
 - Description of process to be used to meet 40 CFR Part 503 BS and the specific alternative used to meet 40 CFR Part 503.32 and 40 CFR Part 503.33.
 - Biosolids stabilization classification achieved by stabilization process and/or stabilization classification required for biosolids hauling/disposal proposal (Class AA, A, B, or unstabilized)
 - Biosolids disposal site options, site availability and location, site requirements related to the proposed solution, and site capacity limitations (including nutrient loading limitations).
 - Provide an estimate of how long the disposal site will be able to receive the City's biosolids until site capacity limitations are reached.
 - Identify any current or pending regulatory issues could have a significant impact (positive or negative) on the proposed solution.
- The proposer shall provide an implementation schedule from contract execution to provision of service.

TAB D – FINANCIAL STABILITY AND VIABILITY (20 POINTS):

- It is essential that the Proposer clearly demonstrate corporate financial stability and the ability to sustain the proposed services throughout the contract period.
- All Proposers shall provide evidence of financial stability. At a minimum, the latest Dunn & Bradstreet report shall be provided.
- The Proposer shall provide information on the nature and magnitude of any ongoing litigation and/or proceedings whereby, during the past five (5) years, a court or any administrative agency has ruled against the Proposer in any matter related to the professional activities of the Proposer including any class actions, industry investigations, or individual cases.
- The Proposer shall list all company reorganizations (i.e., changed name) or filed for bankruptcy protection in the past ten years.

TAB E- QUALIFICATIONS AND TEAM ORGANIZATION (15 POINTS):

- The Proposer shall provide a statement of qualifications that includes the type of business entity, size, structure and history of the organization, experience, and location of the office that will provide services to the City of Port Orange.
- The Proposer shall describe their experience in design, permitting, construction, and operation of biosolids stabilization facilities and/or hauling/disposal of biosolids (as applicable).
- The Proposer shall briefly describe the role, responsibilities, qualifications, and company affiliation of each individual on the Proposer's team.
- The Proposer must clearly outline how the team will be organized. The Proposer shall provide an organizational chart that illustrates the team structure.
- The Proposer shall include a copy of all professional licenses and certifications as required to provide the proposed services.
The Proposer provide any other information that would be of interest to the City in evaluating the Proposer's ability to provide the proposed services.

TAB F – HISTORY OF SIMILAR PROJECTS AND REFERENCES (20 POINTS):

- The Proposer shall provide a description of at least three similar projects that are either active or were completed within the past seven years. Similar projects should include municipal wastewater treatment facilities greater than 1.0 MGD permitted capacity.
 - Include the project name, date, location, and project summary.
 - Describe the any specific problems that were encountered during the project and how those problems were addressed.
 - Provide a summary of project reliability while in operation including an estimate of availability (expressed as a percentage of time the project was in operation annually) and a description of any reliability issues since project implementation (such as delayed service, disruption of service, system outages, faulty/failing equipment, etc.).
- Where similar services were provided, the Proposer shall list all contract terminations within the past 5 years due to any circumstance other than contract expiration or non-renewal.
- The Proposer shall provide at least three references for similar projects completed within the past seven years. Include name, title, company, address, telephone number, and e-mail address. All contact information must be current as of proposal submittal date. The City of Port Orange shall not be listed as a reference. The information provided must be current and the City must be able to contact the reference for verification as part of the evaluation process.

TAB G – COST ANALYSIS (25 POINTS):

- The Proposer shall submit a cost analysis for the proposed solution.
- The cost analysis shall include the following components. The Cost Breakdown Worksheet provided in this ITN shall be used to summarize the cost analysis. Additional information shall be included as needed to provide a complete analysis.
 - Capital Cost
 - Annual Operations and Maintenance Costs
 - The Best Value Alternative
- The analysis shall be based on 2014 operations data provided in the “General Information” section of this ITN.
- The Proposer may make assumptions where information is not available and/or where the proposed solution will result in change to the 2014 operations data. However, all assumptions shall be clearly stated and justified in a detailed narrative.
- The analysis may NOT include assumptions that are not supported by actual operational data documented from other similar applications or that rely on governmental and/or regulatory approvals that have not been granted previously in the State of Florida.

TAB H – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- **Form 9.1** Reply Submittal Checklist
- **Form 9.2** Proposer Acknowledgement Form
- **Form 9.3** Drug Free Preference Statement
- **Form 9.4** Sworn Statement on Public Entity Crimes
- **Form 9.5** Affidavit of Anti-Collusion Form
- **Form 9.6** Authorized Signatures/Negotiators
- **Form 9.7** Scrutinized Companies List
- **Form 9.8** Local Business Affidavit of Eligibility
- **Form 9.9** Vendor Application and W-9 Form
- **Cost Breakdown Worksheet**

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Proposers submitting the required criteria will have their replies evaluated and scored for quality of response, qualifications, experience, and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

The initial replies received timely will be evaluated qualitatively for each of the criteria identified below for the purpose of determining the short-list of Vendors that best meet the requirements of the City and are reasonably feasible of award. The grades or points resulting from the review/evaluation of the criteria will not be included in decisions beyond determining the initial short-list of Vendors to proceed in the ITN process.

<u>CRITERIA</u>	<u>CATEGORY SCORE</u>
<i>Project Approach and Timeline</i>	<i>(20 points)</i>
<i>Financial Stability and Viability</i>	<i>(20 points)</i>
<i>Qualifications and Project Team Organization</i>	<i>(15 points)</i>
<i>History of Similar Projects and References</i>	<i>(20 points)</i>
<i>Cost Analysis</i>	<i>(25 points)</i>
<i>Total</i>	<i>(100 points)</i>

ITN SCHEDULE:

Refer to the “Timeline” in Section 3 of this ITN solicitation for scheduled dates.

TECHNICAL REVIEW COMMITTEE (TRC):

The Technical Review Committee (TRC) will be composed of at least three (3) persons who collectively have experience and knowledge in contract procurement and the program area for which the commodities and/or contractual services are sought. Due to the complexity of certain procurements, the TRC is authorized to consult with subject matter experts during the course of the procurement process for the purpose of gathering information. The team leader, usually the project manager, will ensure consistent scoring and documentation to facilitate and support a consensus decision for the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. The team leader will provide a short plain statement for the procurement file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the City.

The TRC will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange,

or any member of the TRC. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All replies will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this ITN, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

ORAL PRESENTATIONS:

The Vendors selected for the short-list may each be scheduled to meet with the TRC to provide an oral technical presentation of their Proposer's capabilities and approach to the Scope of Services beginning on the date in the Timeline (See Introduction Section 2 Timeline). Short-listed Vendors will be notified of a time and date for oral technical presentation. Oral technical presentation sessions are not open to the public.

These oral technical presentations will be used to present the Vendor's approach and improve understanding about the City's needs and expectations with questions and answers at the end of the Vendor's oral technical presentation. The TRC will participate in all presentations. After each oral technical presentation, each individual on the TRC will complete a written summary evaluation of each vendor's technical approach, capabilities, and prior relevant experience.

PROPOSED NEGOTIATION PROCESS:

The City reserves the right to negotiate separately or concurrently with competing vendors, as set out below. The participating Vendors should be cognizant of the fact that the City, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the City determines such selection would be in the best interest of the City. Replies should be prepared to provide a straightforward, concise description of the Vendor's ability to meet the requirements and to allow the City to properly evaluate the Vendor's reply.

Step 1) Interested Vendors must submit the following to the "Procurement Agent" identified on the cover page by the date, time and location in the Timeline (See Introduction Section 2 Timeline).

- Complete Reply packet per submittal requirements listed in Section 6.

Step 2) There will be a public meeting of the TRC, composed of at least three members, for the purpose of evaluating the initial replies received timely and selecting the short-list of Vendors that best meet the requirements of the City and are reasonably feasible of award. The TRC will complete a written summary evaluation of each Vendor's response to the criteria addressed in Section 7 and the Dun & Bradstreet report submitted (if applicable) to determine the short-list of Vendors to proceed to Step 3 in the competitive negotiation process. The public meeting will be held at the date, time and location in the Timeline. The short-list selection of Vendors that best meet the requirements of the City will be posted in accordance with law and rule (see Special Condition 26).

Step 3) The Vendors selected for the short-list will each be scheduled to meet with the TRC to provide an oral technical presentation of their Proposer's capabilities and approach to the Scope of Services. These oral technical presentations will be used to present the Vendor's approach, and improve understanding about the City's needs and expectations with questions and answers at the end of the Vendor's oral technical presentation. The TRC will participate in all presentations. After each oral technical

presentation, each individual on the TRC will complete a written summary evaluation of each Vendor's technical approach, capabilities, and prior relevant experience.

Following oral technical presentations by all short listed Vendors, there will be a public meeting of the TRC for the purpose of either ranking the Vendors or electing to conduct concurrent negotiations with all short listed Vendors. The public meeting will be held at the date, time and location in the Timeline. If the City is capable of ranking the Vendors, the TRC will rank the Vendors in order of preference and post the ranking in accordance with the law (see Special Condition 26), stating the City's intent to negotiate separately and award a contract to the highest ranked Vendor that reaches an acceptable agreement with the City. From that point on, the single negotiation process (Method "A") would be followed. Go to Step A1.

If the City does not rank the Vendors and elects to conduct concurrent negotiations with all short-listed Vendors, the concurrent negotiation process (Method "B") would be followed from that point on. Go to Step B1.

Step A1 - Once the posting period has ended, the TRC will undertake negotiations with the first-ranked Vendor until an acceptable contract is agreed upon, or it is determined that an acceptable agreement cannot be reached with such Vendor. If negotiations fail with the first-ranked Vendor, negotiations may begin with the second-ranked Vendor, and so on until there is an agreement on an acceptable contract. The City reserves the option to resume negotiations that were previously suspended. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the City.

Step A2 - The TRC will provide a short plain statement for the procurement file that explains the basis for Vendor selection and how the Vendor's deliverables and price will provide the best value to the City.

Step A3 - The City will begin final contract negotiations with the successful Vendor.

Step B1 - Following oral technical presentations by all short-listed Vendors, the project manager may revise the Scope of Services, as necessary, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the project manager believes would benefit the City. Documentation of changes/revisions to the Scope of Services/Specifications, etc., will be retained in the procurement file. All participating Vendors will be sent a revised Scope of Services and will be asked to submit a written summary of their Proposer's capabilities and technical approach to the revised Scope of Services and a preliminary price proposal.

Step B2 - Each participating Vendor will be scheduled to meet with the TRC to review and negotiate both the Vendor's technical and price proposals and discuss any issues or problems. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the City.

Step B3 - Each individual on the TRC will complete a written summary evaluation of each Vendor's technical approach, capabilities, prior relevant experience, and price proposal.

Step B4 - There will be a public meeting of the TRC at the date, time and location in the Timeline to review the individual summary evaluations to either rank the Vendors in order of preference and make a final selection, or make a determination to repeat Steps B1 through B3, if necessary. Recorded documentation of subsequent rounds will be retained in the procurement file.

Step B5 - The TRC will write a short plain statement for the procurement file that explains the basis for Vendor selection and how the Vendor's deliverables and price will provide the best value to the City.

Step B6 - The intended award will be posted in accordance with law (see Special Condition 26).

Step B7 - The City will begin final contract negotiations with the selected Vendor.

POSTING OF SHORTLIST, RANKING AND / OR INTENDED AWARD:

The Shortlist, Ranking and/or Intended Award, as applicable, will be made to the responsive and responsible Vendor(s) which are determined to be capable of providing the best value and best meet the needs of the City. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

The Department's decision will be posted on the DemandStar website, at www.demandstar.com.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – REPLY SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement Form
- _____ Form 9.3 – Drug Free Preference Statement
- _____ Form 9.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- _____ Form 9.5 – Affidavit of Anti-Collusion Form
- _____ Form 9.6 – Authorized Signatures/Negotiators
- _____ Form 9.7 – Scrutinized Companies List
- _____ Form 9.8 – Local Business Affidavit of Eligibility
- _____ Form 9.9 – Vendor Application and W-9 Form
- _____ Cost Breakdown Worksheet
- _____ Submission of one (1) original marked “ORIGINAL”, six (6) copies and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Proposer

Authorized Signature

Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

ITN #16-09

FORM 9.2 – PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ITN TITLE: Biosolids Stabilization and/or Disposal Services

ITN RELEASE DATE: May 2, 2016

ITN DEADLINE FOR QUESTIONS: April 11, 2016 at 12:00 P.M.

ITN DUE DATE & TIME: April 27, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Replies Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Reply for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this Reply for the Proposer. In submitting a Reply to the City of Port Orange, the Proposer offers and agrees that if the reply is accepted, the Proposer will convey, assign or transfer to the City of Port Orange 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 Port Orange. 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

FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services 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) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of

Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.4 – SWORN STATEMENT UNDER SECTION 287.133(23)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.5 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of two-hundred-forty (240) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.6. – AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or Proposer will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.7 – SCRUTINIZED COMPANIES LISTS

Florida Statutes 287.135

**CITY OF PORT ORANGE
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,

Who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

This document must be completed and returned with your Submittal

FORM 9.8 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.8 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 9.9 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Marie Burton

(386) 506-5716

mburton@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2:	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ ☐ Other (see instructions) ^a	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ^a	Date ^a

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

COST BREAKDOWN WORKSHEET

The intent of the City is to find a sustainable biosolids processing and disposal solution with an annual operating cost less than the current system (estimated at \$580,000/yr for 2014) and/or a more reliable solution than the current biosolids processing and disposal method. The proposed solution shall be capable of providing treatment for the WWTF permitted capacity of 12 MGD. It shall be assumed that the solid waste production at 12 MGD is double the 2014 production. This worksheet shall be used to provide a basis of cost comparison for proposed solutions.

The proposer may make adjustments to any assumption used in the City's cost analysis if the proposed solution will result in a change in that assumption. For example, if the proposed solution results in an energy use reduction for the sludge holding tank blowers, state the proposed solution's estimated blower energy use and state the reason for the reduction of energy. For another example, the City assumes a 2% volatile solids reduction (VSR). If the proposed solution provides increased VSR, state the assumed VSR and quantify the net effect on hauling costs. All assumption adjustments shall be clearly justified in a detailed narrative.

The estimated 2014 biosolids operating costs are detailed in the table below. The operating costs are for only the biosolids process from WAS pumping to final disposal. Assumptions used in the estimate are shown in the table notes.

Table 1: Existing Biosolids Operating Costs

ITEM	ANNUAL COST	NOTES
WAS Pump Energy	\$1,372.00	1, 2
Sludge Holding Tank Energy	\$34,332.00	1, 3
Gravity Thickener Blower Energy	\$3,500.00	1, 4
Dewatering and Transfer Pump Energy	\$14,200.00	1, 5
Polymer	\$30,358.00	1, 6
Repair & Maintenance	\$30,000.00	7
Disposal	\$430,110.00	8
Annualized Renewal and Replacement Costs	\$36,270.00	9
Estimated Annual Operating Costs	\$580,142.00	
Notes:		
1	Energy cost assumes cost per kWh of \$0.06	
2	3 HP WAS pump processing 132,950 gpd of 1.04% solids, 14 hours per day, 40 minutes per hour	
3	150 HP blowers operating 14 hr/d	
4	15 HP blower operating 5.5 hr/d	
5	3 x 7.5 HP belt filter presses running and 3 x 7 HP transfer pumps operating 4 hr/day at 125 gpm each	
6	Polymer usage based on client provided info of 14 gallons per day, 5 days per week, at polymer cost of \$1.00 per pound	
7	Standard assumption for regular digester cleanouts/ongoing maintenance and blower maintenance	
8	Hauling of sludge based on 2% volatile solids destruction, dewatered cake 13.9% solids, 9,558 (2014 total) wet tons disposed at \$45/ton	
9	\$100,000 for new diffusers and \$352,000 for new blowers (two sludge holding tanks) financed at 5% over 20 years	

Capital Cost:

The Proposer shall use the following tables to provide the estimated capital costs for the proposed solution (as applicable). Additional information should be attached to document assumptions used. The capital costs shown are intended to be budgetary estimates only for the purpose of comparing submittals. Detailed cost proposals may be required during the negotiations phase of the ITN.

Table 2: Provide the estimated total project capital cost for the proposed solution alternative. The total capital costs shall be “all inclusive” for a complete project and include all capital expenses for equipment, materials, design, permitting, construction, incidentals, etc. necessary to implement the proposed solution and place into operation.

Table 3: Provide the estimated capital cost of items that will require renewal and/or replacement for the expected life of the proposed solution. A complete listing of each piece of equipment is NOT required. Items may be grouped by life expectancy into categories of 5 years or less, 10 years, 20 years, and greater than 20 years. Only the sum total capital cost for each category needs to be shown. This information may be used by the TRC to estimate the net present value of renewal and replacement requirements for the proposed solutions.

Table 2: Total Project Capital Cost

	ITEM	COST
	Total Project Capital Cost	\$

Table 3: R&R Capital Costs

	ITEM	COST
	5 years or less useful life	\$
	10 year useful life	\$
	20 year useful life	\$
	Greater than 20 year useful life	\$

Operation & Maintenance Cost:

The Proposer shall provide the estimated operation and maintenance cost (O&M) for the proposed solution. The annual O&M costs shall include all costs associated with electricity, additives, general maintenance, labor, and any other cost required for the proposed solution. Additional information should be attached to document assumptions used. The capital costs shown are intended to be budgetary estimates only for the purpose of comparing submittals.

Table 4: Table 4 shall be used to summarize the estimated total annual O&M costs based on the 2014 operating assumptions shown in Table 1. Where appropriate, modifications to the 2014 assumptions may be used as previously described and detailed in Section 6 of the ITN. The blank rows at the bottom of the table can be used for additional costs not included in the categories listed.

Table 4: O&M Cost Breakdown

		Quantity	Unit Price	Unit	ANNUAL COST
	Electricity		0.06	kWh	\$
	Additives			gal	\$
	General Maintenance				\$
	Labor			hr	\$
	Annual O&M Cost				\$

Hauling/Disposal Cost:

The Proposer shall provide the hauling/disposal rate (in \$/wet ton) and estimated annual hauling/disposal cost for the proposed solution. The hauling/disposal costs shall include providing all materials and equipment necessary for transferring biosolids from the WWTF to the final disposal site, additional treatment prior to disposal (if required), and final disposal.

Table 5: Table 5 shall be used to provide the proposed hauling/disposal rate (in \$/wet ton) and estimated annual hauling/disposal cost based on the 2014 operating assumptions shown below. If available, the Proposer shall provide alternate hauling/disposal rates for the different stabilization classifications. The estimated annual project hauling/disposal costs shall also be provided based on the weight of biosolids hauled in 2014 multiplied by the proposed solution hauling rate. Where appropriate, modifications to the 2014 assumptions may be used as previously described and detailed in Section 6 of the ITN. For example, if the proposed solution results in a change in final biosolids concentration, the annual weight of material hauled and disposed shall be updated. See the submittal category specific instructions below for additional information.

Submittal Category Specific Instructions:

Hauling/Disposal Only: If the Proposer is submitting for hauling/disposal only, then all available hauling rates shall be provided and the “Annual Project Hauling/Disposal Cost” shall be marked “N/A”.

Stabilization Only: If the Proposer is submitting for stabilization only, then the 2014 hauling rate shall be used. The “Annual Project Hauling/Disposal Cost” shall be calculated by multiplying the 2014 total solids amount (or the project specific assumption) by the 2014 hauling rate.

Stabilization and Hauling/Disposal: If the Proposer is submitting for stabilization and hauling/disposal, then the project specific hauling rate shall be shown and all other rates shall be marked “N/A”. The “Annual Project Hauling/Disposal Cost” shall be calculated by multiplying the 2014 total solids amount (or the project specific assumption) by the project specific hauling rate.

Table 5: Hauling/Disposal Cost

	BASELINE PARAMETERS
2014 WAS flow and concentration	132,950 gpd, 1.04% solids
2014 WAS volatile solids concentration	83% VSS
2014 Sludge Holding Tank Operations	2% VSR
2014 Solids Production concentration	13.9% solids
2014 total solids disposal amount	9,558 wet tons
2014 Hauling Rate	\$45/wet ton
2014 Waste Classification	Unstabilized
Unstabilized Rate (\$/wet ton)	\$
Class B Rate (\$/wet ton)	\$
Class A Rate (\$/wet ton)	\$
Class AA Rate (\$/wet ton)	\$
Annual Project Hauling/Disposal Cost	\$

Summary:

The Proposer shall provide a summary of the Capital Cost, Operation and Maintenance (O&M) Cost, and Hauling/Disposal Cost using Table 6.

Table 6: Cost Summary

ITEM	SOURCE	COST
Total Project Capital Cost	From Table 2	\$
Annual O&M Cost	From Table 4	\$
Annual Project Hauling/Disposal Cost	From Table 5	\$
Total Project Cost		\$

The Best Value Alternative:

In addition to the project costs provided above, the Proposer may provide a “Best Value Alternative” project cost using the same methodology presented above. The Proposer shall submit a detailed narrative of the specific conditions that are required for the “Best Value Alternative”. For example, if a minimum contract term is required for the City to receive the best project value, then the Proposer shall state the minimum contract term and provide a new project cost worksheet resulting from this assumption. For another example, if a public/private partnership arrangement for a specific project that will result in the “Best Value Alternative”, the Proposer shall provide a detailed description of the specific project, the terms and conditions of the arrangement, and a new project cost worksheet resulting from this assumption.

PERFORMANCE AND PAYMENT BOND

Performance and payment bond form is attached.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Utilities)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Biosolids Stabilization and/or Disposal Services

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

STANDARD CITY OF PORT ORANGE CONTRACT (FOR INFORMATIONAL PURPOSES ONLY)

The Standard City of Port Orange Contract is attached **for informational purposes only**.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (G24) Request to create new part-time, no benefit positions in Parks & Recreation

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve eighteen new part time no benefit seasonal positions in Parks & Recreation.

SUMMARY: The part time no benefit seasonal staff that are hired each summer to work the summer camp programs have been contracted through a staffing agency. Staff has done an analysis comparing hiring these employees direct vs. using the staffing agency. The savings in the first year would be \$5,267. Staff is recommending that 18 positions be created for summer part time seasonal employees. There will be no negative impact to the current year budget nor the future year budget. The attached analysis was done by our finance department and Admin. Services has reviewed this request and has no issues with the request.

The department is budgeted in 001-5106-572-34-15

Staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

Susan Lovallo	Created/Initiated - 01/30/2017
Susan Lovallo	Approved - 01/30/2017
Tracey Riehm	Approved - 02/07/2017
Jamie Miller	Approved - 02/07/2017
Jake Johansson	Approved - 02/09/2017
Robin Fenwick	Final Approval - 02/09/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (G25) License Agreement - Lot 2, Block 15, Deep Forest Village
Subdivision; 954 Sandle Wood Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to deny the request based on liability factors that cannot be mitigated by the city in the future.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Sandle Wood Drive right-of-way frontage of Lot 2, Block 15, Deep Forest Village Subdivision. Michael A. Cianciarulo and Christina Cianciarulo, the property owners, have made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron and the included portion of sidewalk with decorative pavers. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Beyond the technical concerns there are liability concerns that Council should be made aware of. The license agreement does not transfer with the sale of the property and therefore once a property is sold the City would only be able to go after the original homeowner who executed the license agreement. Also, the sidewalk portion of the right-of-way is considered a public accommodation that must comply with the Americans with Disabilities Act ("ADA"). Compliance with the ADA cannot be delegated by Agreement; thus, the City remains liable for any defect or failure to maintain that may run afoul of the ADA Guidelines. Lastly, our current staffing does not allow for occasional inspection and review to ensure liability insurance for these improvements is maintained. Failure of a property owner to maintain insurance could possibly put the City in litigation with the homeowners if an accident were to happen. In situations such as this the statutory maximums for litigation costs and settlement are \$200K/\$300k per accident.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - 954 Sandle Wood Dr..pdf
2.	aerial photo	deepforest aerial.pdf
3.	location map	deepforest location.pdf
4.	insurance	deepforest insurance.pdf

Melanie Schmotzer

Wayne Clark

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 02/03/2017

Approved - 02/03/2017

Approved - 02/07/2017

Approved - 02/09/2017

Final Approval - 02/09/2017

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.:6316-03-15-0020

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Michael Cianciarulo Jr. and Christina Cianciarulo, husband and wife, whose mailing address is 954 Sandle Wood Drive, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Deep Forest Village subdivision, recorded in Map Book 33, Page 98 through 100, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

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

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Sandle Wood Drive, located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron and sidewalk area adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. All improvements located within the sidewalk area adjoining the Subject Property shall be installed in accordance with the Americans with Disabilities Act ("ADA"), as may be amended from time to time. This License Agreement shall be subject to the review and approval of the completed Improvements by the City for compliance with the ADA. Failure to install or continually maintain the Improvements in accordance with the ADA shall result in the City providing notice to the Licensees and taking corrective measures, as needed, pursuant to Section 5 of this License Agreement.

4. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

5. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and replace the Improvements with a concrete or asphalt apron and sidewalk at the sole cost and expense of the Licensees.

6. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

7. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

8. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

9. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all

Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

10. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

11. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

12. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Twenty Five Thousand Dollars (\$25,000.00)**. Licensee shall provide to the City a certificate of insurance within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the

failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Michael Cianciarulo Jr. and Christina Cianciarulo, 954 Sandle Wood Drive, Port Orange, FL 32127, for the Licensees, or as otherwise designated in writing to all respective parties.

14. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

Michael Cianciarulo Jr.

Printed Name: _____

Printed Name: _____

Christina Cianciarulo

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, Michael Cianciarulo Jr., who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, Christina Cianciarulo, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

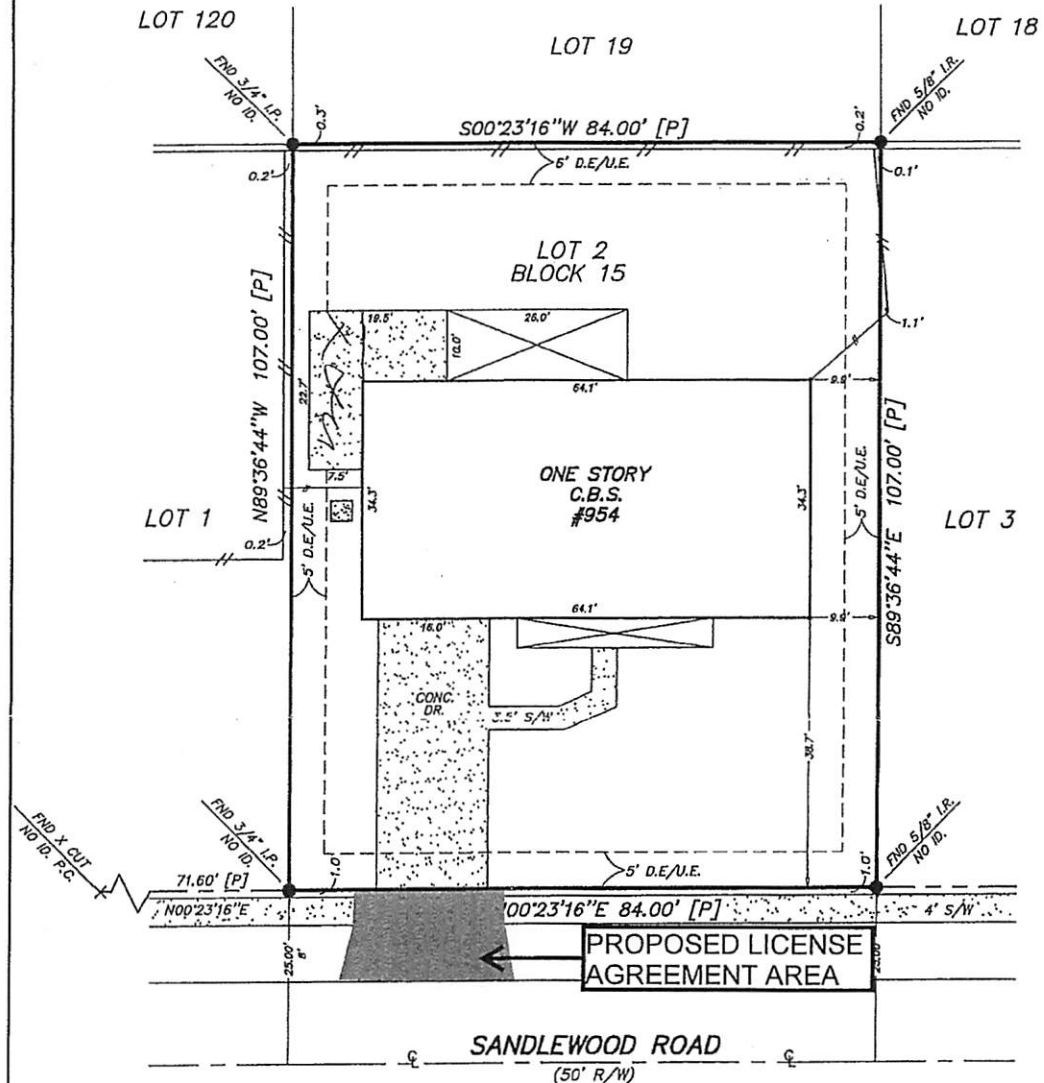
Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 2, BLOCK 15, DEEP FOREST VILLAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 33, PAGE(S) 98-100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SCALE: 1"=20'



RIGHT-OF-WAY LINE	CENTERLINE	BUILDING SETBACK LINE	BARB WIRE FENCE	WOOD FENCE	CHAIN LINK FENCE	PLASTIC FENCE
A/C - AIR CONDITIONER A - CENTRAL ANGLE BLK - BLOCK C.B. - CHORD BEARING C.B.S. - CONCRETE BLOCK STRUCTURE C.M. - CONCRETE MONUMENT CONC. - CONCRETE D - DEED D.E. - DRAINAGE EASEMENT E - EAST F.F.E. - FINISHED FLOOR ELEVATION FND - FOUND ID. - IDENTIFICATION LP. - IRON PIPE LR. - IRON ROD L.R.C. - IRON ROD & CAP	L - ARC LENGTH L.S. - LAND SURVEYING BUSINESS L.S. - LAND SURVEYOR M - MEASURED N - NORTH M&D - NAIL AND DISK P - PLAT P.C. - POINT OF CURVATURE P.C.C. - POINT OF COMPOUND CURVATURE P.C.P. - PERMANENT CONTROL POINT P.L. - PROPERTY LINE P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.L. - POINT ON LINE P.R.M. - PERMANENT REFERENCE MONUMENT	P.O.L. - POINT ON LINE P.R.C. - POINT OF REVERSE CURVE P.R.M. - PERMANENT REFERENCE MONUMENT P.T. - POINT OF TANGENT R - RADIUS R/W - RIGHT OF WAY S/W - SIDEWALK S - SOUTH U.E. - UTILITY EASEMENT W - WEST W.F.S. - WOOD FRAME STRUCTURE	X - FOUND "X" CUT IN CONC. O - SET 1/2" REBAR AND CAP PSH LB 7371 ● - FOUND PROPERTY CORNER ⊗ - 4" x 4" CONCRETE MONUMENT ⊙ - HELL ⊞ - COVERED AREA ⊠ - CONCRETE	NOTES: 1) This survey is based on the legal description as provided by the client. 2) This surveyor has not obstructed the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land. 3) Do not reconstruct property lines from building ties. 4) No footings or overhangs have been located except as shown. 5) No improvements or utilities have been located except as shown. 6) This survey is not valid without the signature and the original raised seal of a Florida Licensed Survey and Mapper. Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 61G17-5, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Jon M. Shoemaker P.S.M. No. 5144		

DRAWN BY: FM	CHECKED BY: NM	BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SANDLEWOOD ROAD BEING N00°23'16"E PER PLAT
CERTIFIED TO: MICHAEL AND CHRISTINA CIANCARULO BANK OF AMERICA, N.A. SURFSIDE TITLE SERVICES, INC. COMMONWEALTH LAND TITLE INS. CO.		Long Surveying, Inc. "Specializing in Residential Surveying" LB No. 7371 101 N. Country Club Road, Suite 220 Lake Mary, FL 32746 Office 407-330-9717 or 407-330-9716 Fax 407-330-9775 WWW.LONGSURVEYING.COM
COMMUNITY NO: 120313		
PANEL: 0507 SUFFIX: G F.I.R.M. DATE: 04/15/02 FLOOD ZONE: X		
SURVEY NO. 16203 FIELD DATE: 12/29/05		

PAVER MANUFACTURER SPECIFICATIONS (include color photo):

Manufacturer: Tremron

Paver Style Name: Old Town

Paver Block Dimensions: 6"x4", 6"x6" 6"x9" all 2 3/8" thick

Paver Block Color: Sand Dune

Paver Placement Pattern: R

Paver Area Containment Border: Concrete Edge Restraint 4"x4"

Paver Minimum Compressive Strength: 98%
98%

Paver Bedding and Joint Filler Material: Sand

Paver Base Material, Thickness, and Compaction Requirement: 6"-8" crushed concrete
Base

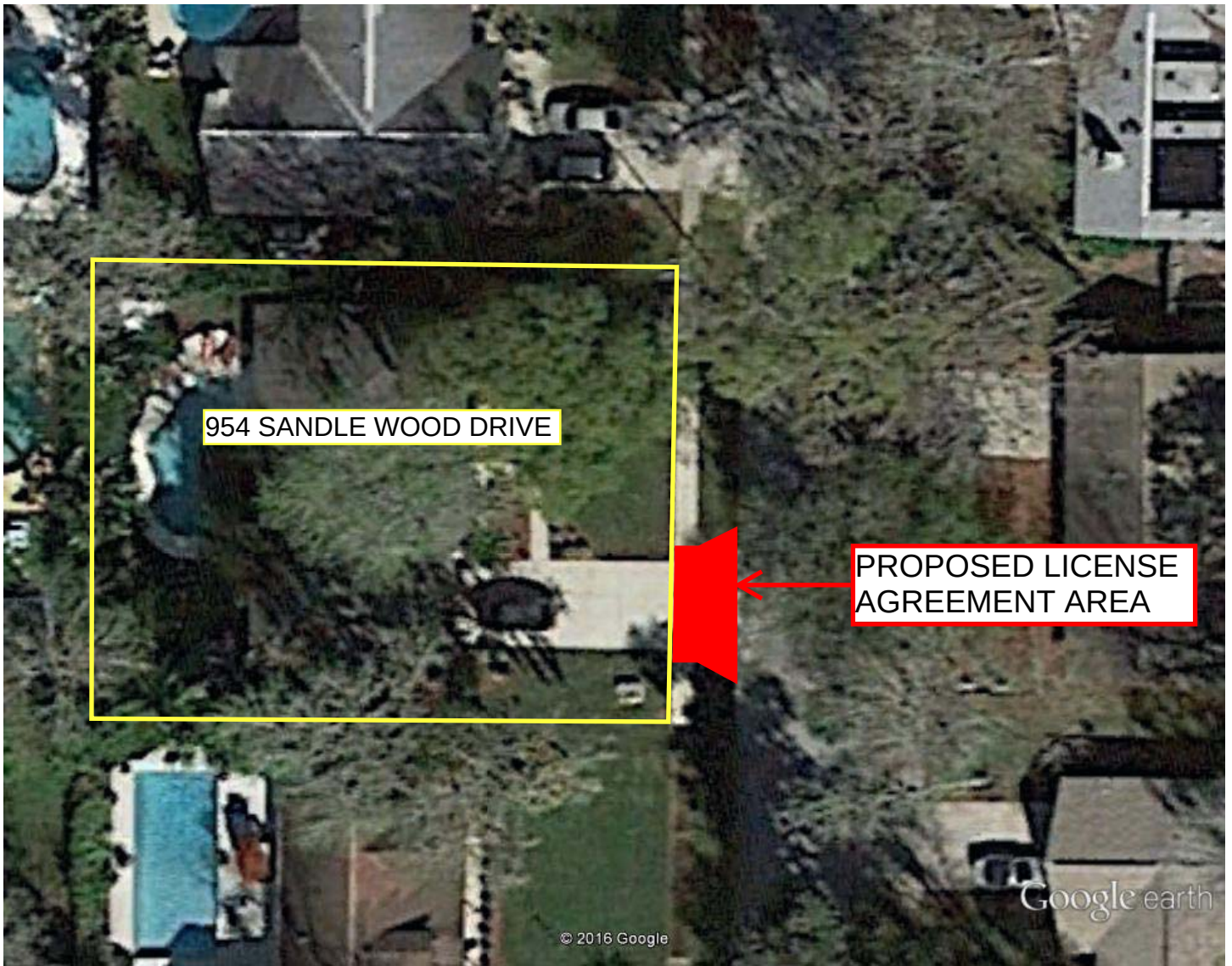
Paver Subgrade Compaction Requirement: 98%
98%



EXHIBIT "B"

LEGAL DESCRIPTION

Lot 2, Block 15, Deep Forest Village Subdivision, as recorded in Map Book 33, Pages 98 through 100, Public Records of Volusia County, Florida.



Google earth

feet 100
meters 30





Case No.: 17-97500001

Applicant: Michael A. Cianciarulo and
Christina Cianciarulo, property owners

Location: Lot 2, Block 15, Deep Forest Village
Subdivision (954 Sandle Wood Drive)

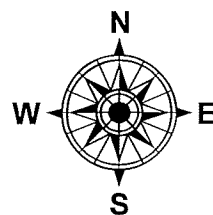
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron and the included portion of sidewalk in the Sandle Wood Drive right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Tower Hill Prime Insurance Company

P.O. Box 147018 Gainesville, FL 32614-7018



DWELLING FIRE DECLARATIONS

THIS IS NOT A BILL.

Payment notice will be sent separately
to: Mortgagee

POLICY NUMBER
E003582566

Renewal
Issued On:
09/24/2016

Insured
MICHAEL CIANCARULO JR
CHRISTY CIANCARULO
335 N CAUSEWAY
APT F25
NEW SMYRNA BEACH, FL 32169-5284

AGENCY **FL0170**
Caton-Hosey Insurance
3731 NOVA ROAD
PORT ORANGE, FL 32129

PHONE NUMBER: (386) 767-3161

POLICY PERIOD: 11/19/2016 to 11/19/2017. Each period begins and ends at 12:01 AM standard time at the described location

DESCRIBED LOCATION: 954 SANDLE WOOD DR
PORT ORANGE, FL 32127-4894

Coverage is provided where a premium or limit is shown for the coverage.

BASIC POLICY COVERAGES	LIMIT	FIRE	EXTENDED COVERAGE	VANDALISM & MALICIOUS MISCHIEF	ANNUAL PREMIUM
COVERAGE A - Dwelling	\$222,000	\$263.00	\$1,072.00	Incl	\$1,335.00
COVERAGE B - Other Structures	\$22,200	Incl	Incl	Incl	Incl
COVERAGE C - Personal Property	\$50,000	\$47.00	\$295.00	Incl	\$342.00
COVERAGE L - Liability Each Occurrence	\$300,000				\$41.00
COVERAGE M - Medical Payments to Others Each Person	\$1,000				Incl

BREAKDOWN OF PREMIUM:

<u>Charges</u>	<u>Limit</u>	<u>Premium</u>
Annual Premium for Basic Policy Coverages		\$1,718.00
Age of Dwelling Surcharge		\$311.00
Catastrophic Ground Cover Collapse Coverage		Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Liability		Incl
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Property	\$10,000/\$20,000	Incl
Premises Liability (Non-Owner Occupied Dwelling)		Incl
Screened Enclosure Special Limitation	\$10,000	Incl
Short Term Rental to Others Surcharge		\$230.00
Emergency Management Preparedness and Assistance Trust Fund (EMPAT) Fee		\$2.00
Managing General Agency (MGA) Fee		\$25.00

Credits

	<u>Premium</u>
Age of Roof Credit	-\$24.00
Deductible Options	-\$146.00
Residential Windstorm Loss Mitigation Devices Credit	-\$277.00
Sinkhole Exclusion	-\$8.00

Total Policy Premium:	\$1,831.00
------------------------------	-------------------

DEDUCTIBLE (Section I Only):

The Calendar Year Hurricane Deductible is \$4,440 (2% of Coverage A).
The All Other Perils Deductible is \$2,500.

- In case of a covered property loss, we cover only that part of the covered loss over the deductible stated.

00400500000 E003582566 791951 SDEC



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (G26) License Agreement - 1263 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to deny the request based on liability factors that cannot be mitigated by the city in the future.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1263 Harbour Point Drive. Dwight Fulton Black and Dolores Denise Black, the property owners, have made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owner has applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Beyond the technical concerns there are liability concerns that Council should be made aware of. The license agreement does not transfer with the sale of the property and therefore once a property is sold the City would only be able to go after the original homeowner who executed the license agreement. Also, the sidewalk portion of the right-of-way is considered a public accommodation that must comply with the Americans with Disabilities Act ("ADA"). Compliance with the ADA cannot be delegated by Agreement; thus, the City remains liable for any defect or failure to maintain that may run afoul of the ADA Guidelines. Lastly, our current staffing does not allow for occasional inspection and review to ensure liability insurance for these improvements is maintained. Failure of a property owner to maintain insurance could possibly put the City in litigation with the homeowners if an accident were to happen. In situations such as this the statutory maximums for litigation costs and settlement are \$200K/\$300k per accident.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - 1263 Harbour Point Dr..pdf
----	-------------------	--

2.	aerial photo	harborpoint aerial2.pdf
3.	location map	harborpoint location2.pdf
4.	insurance	harborpoint insurance2.pdf

Melanie Schmotzer

Created/Initiated - 02/03/2017

Wayne Clark

Approved - 02/03/2017

Margaret Roberts

Approved - 02/07/2017

Jake Johansson

Approved - 02/07/2017

Robin Fenwick

Final Approval - 02/07/2017

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6314-01-00-1263

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Dwight Fulton Black and Dolores Denise Black, husband and wife, whose mailing address is 1263 Harbour Point Drive, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Harbor Point subdivision, recorded in Map Book 11, Page 91, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

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

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Harbour Point Drive located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron and sidewalk area adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. All improvements located within the sidewalk area adjoining the Subject Property shall be installed in accordance with the Americans with Disabilities Act ("ADA"), as may be amended from time to time. This License Agreement shall be subject to the review and approval of the completed Improvements by the City for compliance with the ADA. Failure to install or continually maintain the Improvements in accordance with the ADA shall result in the City providing notice to the Licensees and taking corrective measures, as needed, pursuant to Section 5 of this License Agreement.

4. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

5. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and replace the Improvements with a concrete or asphalt apron and sidewalk at the sole cost and expense of the Licensees.

6. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

7. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

8. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

9. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

10. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

11. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

12. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Twenty Five Thousand Dollars (\$25,000.00)**. Licensee shall provide to the City a certificate of insurance within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless

the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Dwight Fulton Black and Dolores Denise Black, 1263 Harbour Point Drive, Port Orange, Florida 32127, for the Licensees, or as otherwise designated in writing to all respective parties.

14. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEES:

Printed Name: _____

Dwight Fulton Black

Printed Name: _____

Printed Name: _____

Delores Denise Black

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, Dwight Fulton Black, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

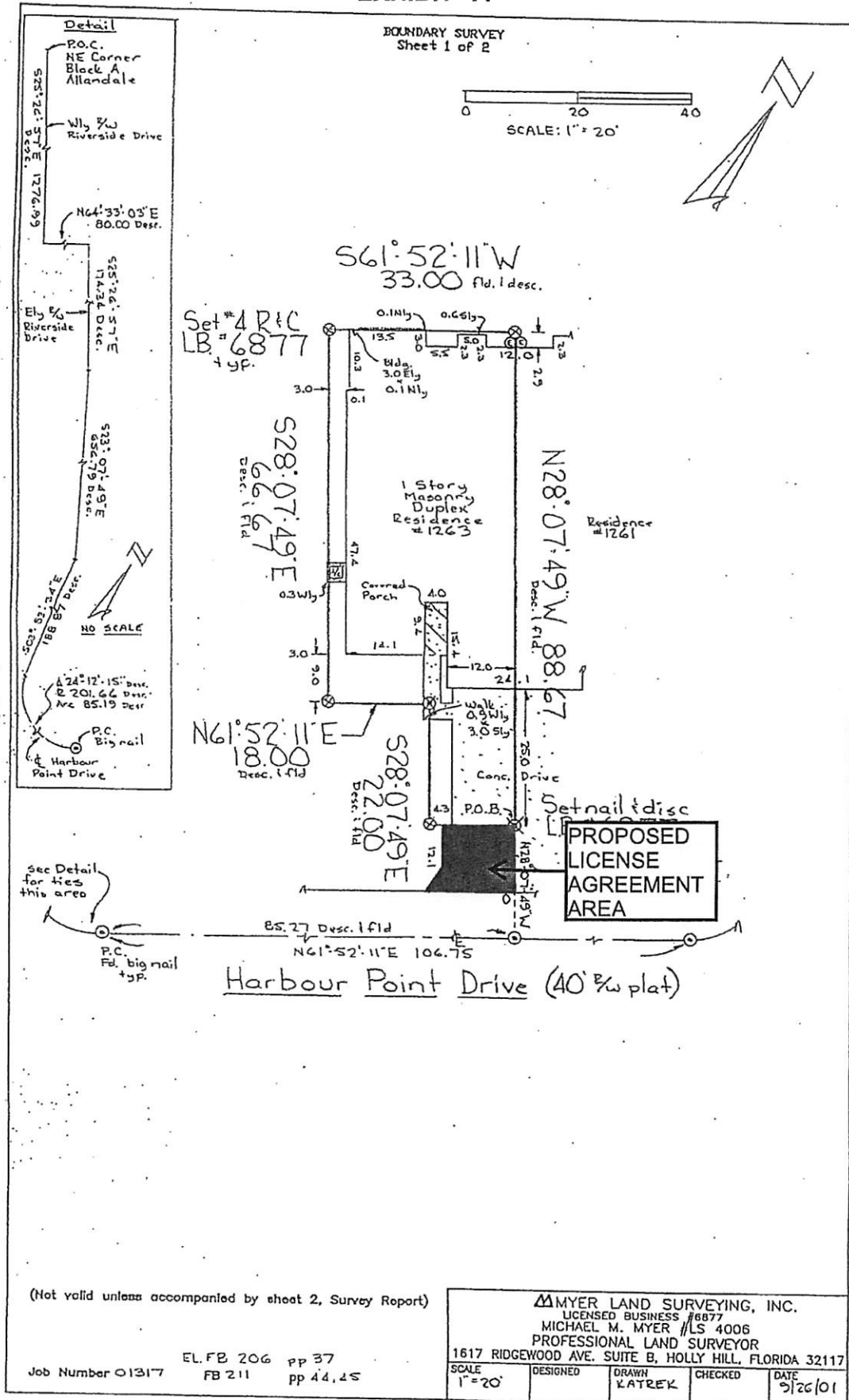
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, Delores Denise Black, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"





Application for Driveway Pavers

Homeowner Name: Dwight Black

Paver Manufacturer: Tremron

Paver Style: Mega Old Town

Paver Color: Old Chicago

Paver Pattern: Random

Paver Border: Mega Old Town Old Chicago

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Olde Towne Pavers

Mega Olde Towne Pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

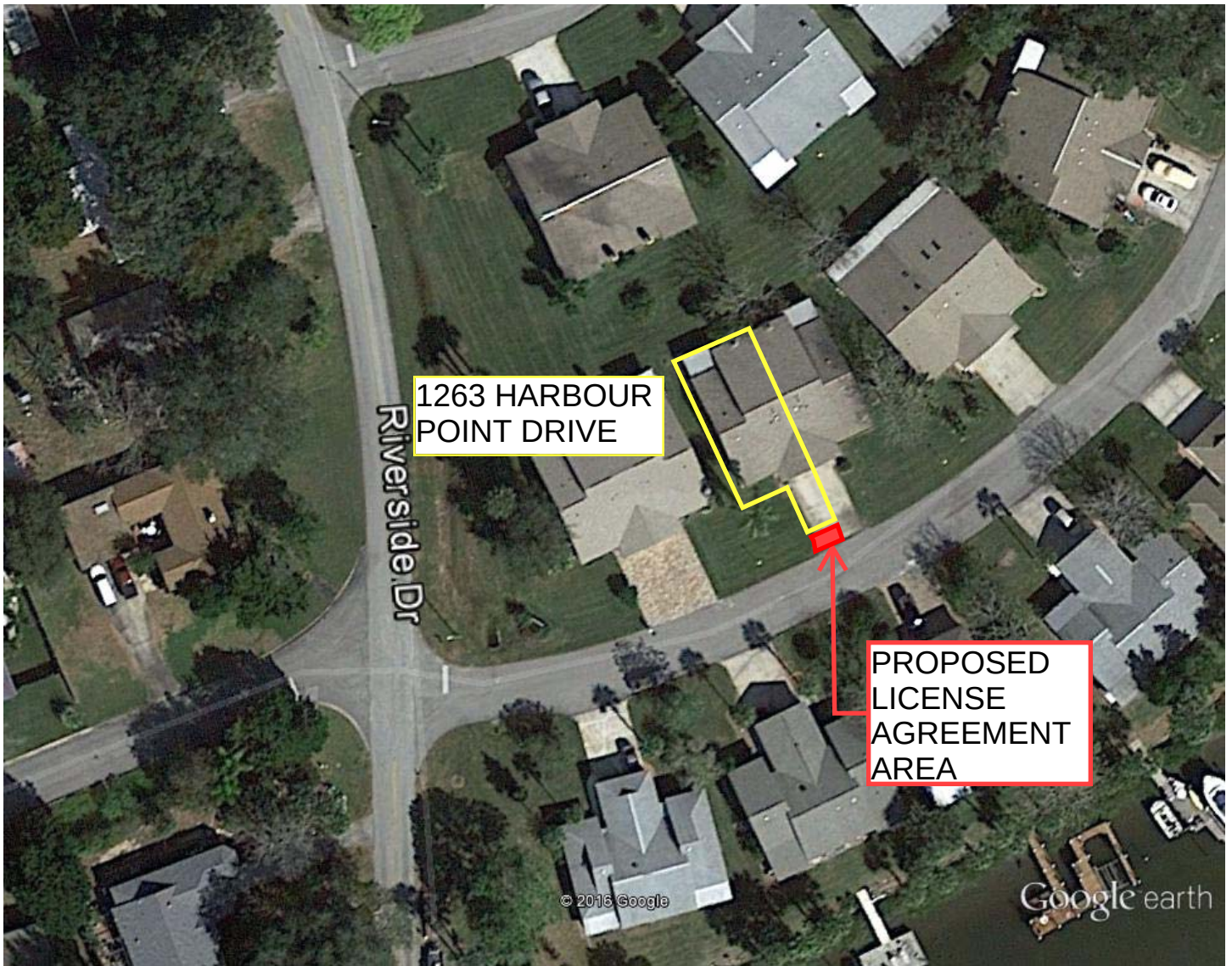
- ✓ Dimensions: 6" x 6", 6" x 12", 12" x 12"
- ✓ Sold in Full Cubes Only
- ✓ Standard Finish Available on 2", 4" & 6" Pavers



EXHIBIT "B"

LEGAL DESCRIPTION

That portion of Blocks "A", "B" and "C", as shown on the plat of Harbor Point Subdivision, of record in Map Book 11, Page 91, Public Records of Volusia County, Florida, described as follows: Commence at the Northeast corner of Block A, Allandale, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida; thence South 25 degrees 26 minutes 57 seconds East along the Westerly line of Riverside Drive, a distance of 1276.99 feet to a point; thence North 64 degrees 33 minutes 03 seconds East, a distance of 80 feet to a point in the Easterly line of Riverside Drive, thence South 25 degrees 26 minutes 57 seconds East along the Easterly line of Riverside Drive, a distance of 174.34 feet to a point; thence South 23 degrees 07 minutes 49 seconds East along said Easterly line of Riverside Drive, a distance of 656.79 feet to a point; thence South 03 degrees 53 minutes 34 seconds East along said Easterly line of Riverside Drive, a distance of 188.87 feet to a point in the centerline of Harbor Point Drive, said point being in a curve, concave Northerly and having a radius of 201.66 feet and a central angle of 24 degrees 12 minutes 15 seconds; thence Easterly along the arc of said curve, being the centerline of Harbor Point Drive, a distance of 85.19 feet to the Point of Tangency of said curve; thence North 61 degrees 52 minutes 11 seconds East along said centerline, a distance of 85.27 feet to a point; thence North 28 degrees 07 minutes 49 seconds West, a distance of 20 feet to a point in the Northerly line of Harbor Point Drive and the Point of Beginning; from said Point of Beginning go North 28 degrees 07 minutes 49 seconds West, a distance of 88.67 feet to a point; thence South 61 degrees 52 minutes 11 seconds West, a distance of 33 feet to a point; thence South 28 degrees 07 minutes 49 seconds East, a distance of 66.67 feet to a point; thence North 61 degrees 52 minutes 11 seconds East, a distance of 18 feet to a point; thence South 28 degrees 07 minutes 49 seconds East, a distance of 22 feet to the Northerly line of Harbor Point Drive; thence Northeasterly along said Northerly line of Harbor Point Drive, a distance of 15 feet to the Point of Beginning. Together with an exclusive easement over a 25 foot parcel of land lying Northwesternly of said property contained within the extension of the Northeasterly and Southwesterly lines of said property Northwesternly for a distance of 25 feet.



Google earth

feet
meters





Case No.: 17-97500003

Applicants: Dwight Fulton Black and Dolores Denise Black, property owners

Location: 1263 Harbour Point Drive

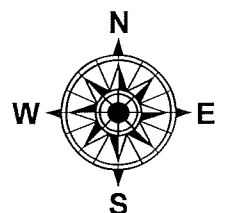
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





Security First Insurance
Keeping Florida Homes

Post Office Box 45-9025, Sunrise, FL 33345-9025

For Homeowner claims reporting dial toll free: 877-581-4862
International callers dial : 386-673-5308
For Identity Theft claims dial: 800-676-5696.
For servicing questions, please contact your agent
at the phone number listed below.

SECURITY FIRST INSURANCE COMPANY HOMEOWNERS HO-3 POLICY DECLARATIONS

Insured Name and Mailing Address: DWIGHT BLACK DEE BLACK 1263 HARBOUR POINT DR PORT ORANGE, FL 32127-5650	Insured Location Covered by this Policy: 1263 HARBOUR POINT DR PORT ORANGE, FL 32127-5650 County: VOLUSIA	Policy Number: SFIH0877096-01-0000 New Issue Policy Effective Date: 06/18/2016 12:01 AM Policy Expiration Date: 06/18/2017 12:01 AM Binder Effective Date: 06/18/2016 12:01 AM
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COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

Coverages	Limit of Liability	Annual Premium	Forms and Endorsements:
Section I			SFIV HO3 09 COV 07 11 SFIV HO 09 WSE 03 11 HO 00 03 04 91 SFIV HO 09 WBU 01 06
A. Dwelling	\$150,000	\$670	SFIV HO3 09 SP 12 13 HO 04 96 04 91
B. Other Structures	\$3,000	Included	SFIV HO 09 04 90 01 06 SFIV HO 09 CLP 01 06
C. Personal Property	\$75,000	Included	SFIV HO 09 ED 12 08 SFIV HO 09 ELE 03 08
D. Loss of Use	\$15,000	Included	SFIV HO 09 FCE 01 06 SFIV HO 09 HD 01 06
Section II			SFIV HO 09 OL1 06 15 SFIV HO 09 OLR 06 15
E. Personal Liability	\$300,000	\$15	
F. Medical Payments	\$5,000	\$10	
Endorsement Premium Total (see Endorsement Details, p.2) \$176			Rating Information: Construction: Masonry 100% Year Built: 1979 Occupied By: Owner Usage Type: Primary Residence Territory: 09/127-B/999 BCEG Grade: 99 Distance to Coast: 300 Automatic Sprinklers: None Protection Class: 04 Opening Protection: None Roof Shape: Gable Exclude Wind Coverage: No
Credits and Charges: All Other Perils Deductible Credit Hurricane Deductible Credit Windstorm Loss Mitigation Credit Secured Community Credit Senior or Retiree Credit			
Total Annual Policy Premium \$871.00 Total Policy Fees (see Details, p.2) \$27.00 Total Policy Charges \$898.00			Deductible - Section I In case of a loss, we only cover that part of the loss over the deductible stated: \$1,000 All Other Perils Deductible \$3,000 (2% of Cov A) Hurricane Deductible

The Hurricane portion of the Premium is: \$437.00

The Non-Hurricane portion of the Premium is: \$461.00

Please see Page 3 of the Declarations Page for important notices that apply to this policy.

Agency: 23607 Phone: (386) 677-8387 FLORIDA SUN INSURANCE, INC. 1459 N US HWY 1 SUITE A1 ORMOND BEACH, FL 32174 Agent: BRAD COLE	Loss Payable/Mortgagee: NONE	Loss Payable/Mortgagee: NONE
--	--	--

Authorized Countersignature: *N. E. KOL*

SFI DEC 001 06 15



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: Yes

SUBJECT: (G27) License Agreement - 1261 Harbour Point Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to deny the request based on liability factors that cannot be mitigated by the city in the future.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Harbour Point Drive right-of-way frontage of 1261 Harbour Point Drive. Octavio Marin, the property owner, has made this application in connection with a proposal to reconstruct and widen the existing right-of-way driveway apron with decorative pavers. The property is one half of a duplex driveway. The adjacent property owner has applied for a license agreement with the same pavers for a uniform appearance. A public sidewalk does not exist at this location. A building permit application has been submitted for the proposal.

The License Agreement has the effect of requiring the property owners to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owners fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owners. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no technical concerns.

Beyond the technical concerns there are liability concerns that Council should be made aware of. The license agreement does not transfer with the sale of the property and therefore once a property is sold the City would only be able to go after the original homeowner who executed the license agreement. Also, the sidewalk portion of the right-of-way is considered a public accommodation that must comply with the Americans with Disabilities Act ("ADA"). Compliance with the ADA cannot be delegated by Agreement; thus, the City remains liable for any defect or failure to maintain that may run afoul of the ADA Guidelines. Lastly, our current staffing does not allow for occasional inspection and review to ensure liability insurance for these improvements is maintained. Failure of a property owner to maintain insurance could possibly put the City in litigation with the homeowners if an accident were to happen. In situations such as this the statutory maximums for litigation costs and settlement are \$200K/\$300k per accident.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	License Agreement	License Agreement - 1261Harbour Point Dr..pdf
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2.	aerial photo	harborpoint aerial1.pdf
3.	location map	harborpoint location1.pdf
4.	insurance	harborpoint insurance1.pdf

Melanie Schmotzer

Wayne Clark

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 02/03/2017

Approved - 02/03/2017

Approved - 02/07/2017

Approved - 02/07/2017

Final Approval - 02/08/2017

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6314-01-00-1261

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Octavio Marin, whose mailing address is 4476 Tumbleweed Trail, Port Orange, FL 32127, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

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City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

10. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

11. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

12. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain homeowner's general liability insurance including contractual liability and having a minimum coverage of **Twenty Five Thousand Dollars (\$25,000.00)**. Licensee shall provide to the City a certificate of insurance within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Octavio Marion, 4476 Tumbleweed Trail, Port Orange, FL 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

14. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Octavio Marin

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Octavio Marin, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

NOTES:

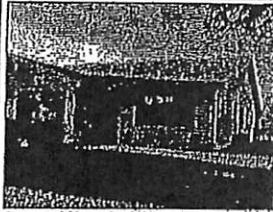
1. THIS BOUNDARY SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTIES ARE SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS AND ETCBACKS OF RECORD.
2. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC IF SHOWN IS 4".
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. PROPERTY HEREON LOCATED IN ZONE "AE" PER F.L.R.M. MAP PANEL NO. 12127C 0526 H DATED 02-10-14.
7. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS, EAVES, IF ANY, NOT LOCATED OR SHOWN.



Boundary
And
Mapping
Associates, Inc.

LAND
SURVEYORS
LB 4565

108 WEST ORANGE STREET
ALTA MONTE SPRINGS, FL.
32714
PH. (407) 896-1165



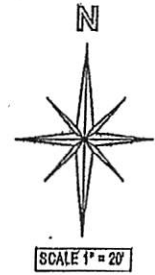
Property Address: 1261 HARBOUR POINT DRIVE

Adjacent Parcel No.: 14163301000002
(OPEN SPACE)
S 61°52'11" W
33.00'(D)

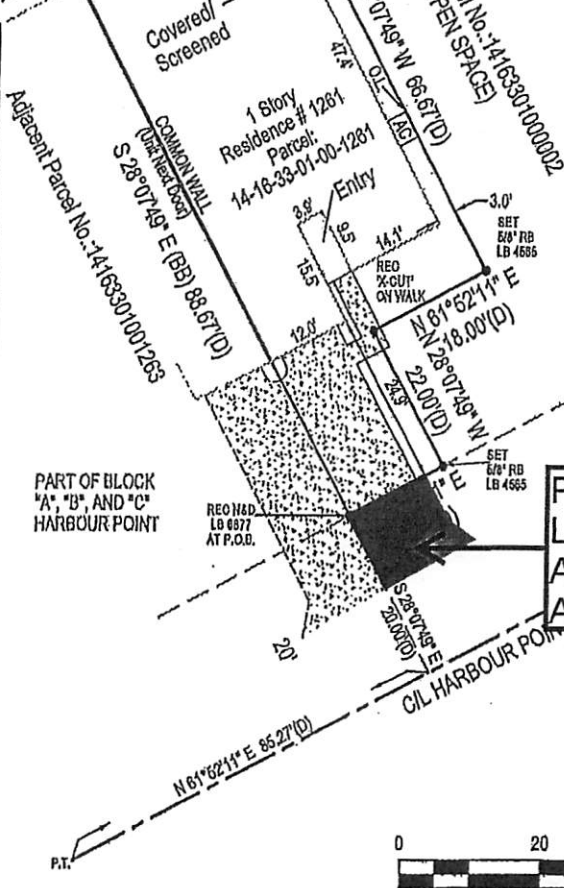
REG 1/2" RB
LB 6877
0.6' NW

Adjacent Parcel No.: 14163301001263
S 26°07'49" E (BB) 88.67'(D)

Adjacent Parcel No.: 14163301000002
(OPEN SPACE)
N 28°07'49" W 86.67'(D)



SCALE 1" = 20'



PART OF BLOCK
"A", "B", AND "C"
HARBOUR POINT

PART OF BLOCK
"A", "B", AND "C"
HARBOUR POINT

PROPOSED
LICENSE
AGREEMENT
AREA

Description:
That portion of Blocks "A", "B" and "C", as shown on the plat of Harbor Point Subdivision, of record in Map Book 11, Page 91, Public Records of Volusia County, Florida, described as follows:
Commence at the Northeast corner of Block "A", Alameda, of record in Map Book 4, Page 146, Public Records of Volusia County, Florida, thence South 25 degrees 26 minutes 57 seconds East along the Westerly line of Riverside Drive, a distance of 127.58 feet to a point; thence North 84 degrees 33 minutes 03 seconds East, a distance of 80 feet to a point in the Easterly line of Riverside Drive, thence South 25 degrees 26 minutes 57 seconds East along the Easterly line of Riverside Drive, a distance of 114.34 feet to a point; thence South 23 degrees 07 minutes 49 seconds East along said Easterly line of Riverside Drive, a distance of 686.79 feet to a point; thence South 03 degrees 53 minutes 34 seconds East along said Easterly line of Riverside Drive, a distance of 188.87 feet to a point in the Easterly line of Harbor Point Drive, said point being in a curve, concave Northerly and having a radius of 201.69 feet and a central angle of 24 degrees 12 minutes 15 seconds; thence Easterly along the arc of said curve, being the centerline of Harbor Point Drive, a distance of 65.19 feet to the point of tangency of said curve; thence North 61 degrees 52 minutes 11 seconds East along said centerline a distance of 85.27 feet to a point; thence North 28 degrees 07 minutes 49 seconds West a distance of 20 feet to a point in the Northerly line of Harbor Point Drive and the Point of Beginning; from said Point of Beginning go North 28 degrees 07 minutes 49 seconds West a distance of 88.67 feet to a point; thence North 61 degrees 52 minutes 11 seconds East, a distance of 33 feet to a point; thence South 28 degrees 07 minutes 49 seconds East a distance of 88.67 feet to a point; thence South 61 degrees 52 minutes 11 seconds West, a distance of 18 feet to a point; thence South 28 degrees 07 minutes 49 seconds East, a distance of 15 feet to the Point of Beginning. Together with an exclusive easement over a 25 foot parcel of land lying Northerly and Westerly of said property contained within the extension of the Northerly and Southwesterly lines of said property Northerly for a distance of 24 feet.

CERTIFIED TO:
CHESTER ROGOWICZ AND CHRISTINE ROGOWICZ
WATSON TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Watson-Port Orange
Realtor: Lori Clark
(Phone:) 386-767-2890



Watson Realty Corp.

Title Services, Inc.

JOB NO.: 10-3044
DATE FIELD: 12-21-16
SIGNED: 12-27-16
DRAWN BY: RCA
P.C.: RP
CHECKED BY: RWJ

LEGEND
REG. - RECOVERED
I.P. - IRON PIPE
L.O. - LITTLE GAP #
C.M. - CONCRETE MONUMENT
RB - REBAR
R.A. - RADIAL
R.R. - RAILROAD
H.D. - HAIL & DRUG
P.P. - PER PLAT
P.A. - AS MEASURED
P.D. - PER DESCRIPTION
P.L. - ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
R.W. - RIGHT-OF-WAY

CONCRETE
PRO - POINT OF REVERSAL CURVE
R.P. - RADIAL POINT
R. - RADIAL
L. - LENGTH OF ARC
S.E. - SIDEWALK EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
P.E. - POOL EASEMENT
P.P. - POWER POLE
Y. - YARD FENCE
W.F. - WOOD FENCE
A.F. - ALUMINUM FENCE

ORDERED BY:
This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon. The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 6A-17 F.A.C. pursuant to section 472-027 Florida Statutes.
RODNEY W. JACKSON, PSM 6281
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.





Application for Driveway Pavers

Homeowner Name: Marin, Octavio

Paver Manufacturer: Tremron

Paver Style: Mega Old Town

Paver Color: Old Chicago

Paver Pattern: Random

Paver Border: mega old town old chicago

Paver Min. Compaction Strength: 7200 PSI

Paver Bedding and Joint Filler: Crushed Concrete Base DOT White Sand

Paver Base Material, Thickness, & Compaction Requirement: Same Material as above, 4" to 6", compacted to 97%

Paver Subgrade Compaction Requirement: 97%



Mega Old Towne Pavers

Full size pavers are an excellent choice for driveways, patios, pool decks, walkways and pathways.

- Dimensions: 16" x 24" x 4"
- Sold in Full Cubes Only
- Standard Finish Available on 1", 2" & 4" Pavers



EXHIBIT "B"

LEGAL DESCRIPTION

That portion of Blocks "A", "B" and "C", as shown on the plat of Harbor Point Subdivision, of record in Map Book 11, page 91, Public Records of Volusia County, Florida, described as follows: Commence at the Northeast corner of Block A, Allandale, of record in Map Book 4, page 146, Public Records of Volusia County, Florida; thence South 25°26'57" East along the Westerly line of Riverside Drive, a distance of 1276.99 feet to a point; thence North 64°33'03" East, a distance of 80 feet to a point in the Easterly line of Riverside Drive; thence South 25°26'57" East along the Easterly line of Riverside Drive, a distance of 174.34 feet to a point; thence South 23°07'49" East along said Easterly line of Riverside Drive, a distance of 656.79 feet to a point; thence South 03°53'34" East and along said Easterly line of Riverside Drive, a distance of 188.87 feet to a point in the centerline of Harbor Point Drive, said point being in a curve, concave Northerly and having a radius of 201.66 feet and a central angle of 24°12'15"; thence Easterly along the arc of said curve, being the centerline of Harbor Point Drive, a distance of 85.19 feet to the Point of tangency of said curve; thence North 61°52'11" East along said centerline, a distance of 85.27 feet to a point; thence North 28°07'49" West, a distance of 20 feet to a point in the Northerly line of Harbor Point Drive and the point of beginning; from said point of beginning go North 28°07'49" West, a distance of 88.67 feet to a point; thence North 61°52'11" East, a distance of 33 feet to a point; thence South 28°07'49" East, a distance of 66.67 feet to a point; thence South 61°52'11" West, a distance of 18 feet to a point; thence South 28°07'49" East a distance of 22 feet to the Northerly line of Harbor Point Drive; thence Southwesterly along said Northerly line of Harbor Point Drive, a distance of 15 feet to the point of beginning. Together with an exclusive easement over a 25 foot parcel of land lying Northwesterly of said property contained within the extension of the Northeasterly and Southwesterly lines of said property Northwesterly for a distance of 25 feet.



Google earth





Case No.: 17-97500002

Applicant: Marin Octavio, property owner

Location: 1261 Harbour Point Drive

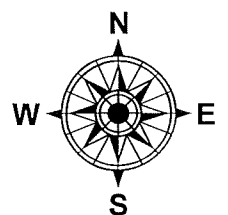
Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the Harbour Point Drive right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





www.SafePointIns.com

PO Box 45-9076, Sunrise, FL 33345-9076

POLICY NUMBER: SPID0231686-04-0000

Important Phone Numbers:

Your Agent: (386) 761-1860

Customer Service: (877) 858-7445

Claims Reporting: (855)-CLAIM15. (855)-252-4615

DWELLING DP-3 POLICY DECLARATIONS

Renewal

Policy Effective Date: 05/01/2016 12:01 AM

Policy Expiration Date: 05/01/2017 12:01 AM

Insured Name and Mailing Address:

OCTAVIO MARIN
4476 TUMBLEWEED TRL
PORT ORANGE, FL 32127-4986

YOUR SAFEPOINT AGENT IS:

JEFFREY EVANS
JEFF EVANS/ STATE FARM
745 Dunlawton Ave,
PORT ORANGE, FL 32127
(386) 761-1860

Insured location covered by this policy:

1261 HARBOR POINT DR
PORT ORANGE, FL 32127-5650
County: VOLUSIA

TOTAL ANNUAL POLICY PREMIUM

\$1,145.00

The Hurricane portion of the Premium is: \$365.00

The Non-Hurricane portion of the Premium is: \$780.00

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE

PROPERTY COVERAGES

	LIMIT	PREMIUM
Coverage - A - (Dwelling)	\$180,000	\$1,028
Coverage - B - (Other Structure)	\$3,600	INCLUDED
Coverage - C - (Personal Property)	\$5,000	\$35
Coverage - D - (Fair Rental Value)	\$18,000	INCLUDED

DEDUCTIBLES

 In case of a loss, we only cover that part of the loss over the deductible stated:

All Other Perils Deductible - \$2,500

Sinkhole Deductible - \$18,000 (10% of Coverage A)

Hurricane Deductible - \$3,600 (2% of Coverage A)

LIABILITY COVERAGES

Coverage - L - (Personal Liability)	\$300,000	\$41
Coverage - M - (Medical Payments)	\$2,000	\$0

CREDITS AND SURCHARGES

Age of Home Surcharge Included

Hurricane Deductible Credit Included

AOP Deductible Credit Included

Windstorm Loss Mitigation Credit Included



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/21/2017

Consent item: No

SUBJECT: (G29) Financial Report-December 2016

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to accept the financial report as presented

SUMMARY: The Financial report for the period ended December 2016 is attached.
The consolidated golf course income statement will follow when complete.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Monthly Financial Report-Dec 2016	finrptDec2016 for publ.pdf
----	-----------------------------------	----------------------------

Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 02/09/2017
Approved - 02/09/2017
Final Approval - 02/10/2017



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: January 23, 2017
SUBJECT: Highlights of the December 2016 Financial Report

Attached are interim financial reports and highlights for the City's major operating activities for the period ending December 31, 2016, which represents 25% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first three months of the current fiscal year, the General Fund received a total of \$13,706,578 in revenues, of which \$13,303,663 reflected operating revenue and \$402,915 account for contributions from enterprise funds. These revenues include \$10,034,397 or 84% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first few months of the fiscal year. General fund revenues are 37% of the budget, however after allowing for the budgeted use of appropriated equity, the percent collected increases to 41%. Ad-valorem taxes and miscellaneous revenue account for the majority of the overall increase in revenue of \$587,243 compared with this time last year.

Expenditures: The first three months operating expenditures amounted to \$7,535,006 or 20% of the estimated expenditures for the year, with an additional encumbered amount of \$2,349,699. Actual expenditures are \$340,428 higher than at this time last year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first three months of the current fiscal year, the Building Special Revenue Fund received \$576,222 in operating and non-operating revenues, inclusive of transfers. This equates to 37% of the annual budget, and is \$319,293 (124%) higher than last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$250,434 or approximately 16% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 6% lower than this time last year; with actual expenditures \$12,211 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$325,788.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund reported \$4,601,385 in operating revenues during the first three months, which is 19% of projected revenues for the year. This is \$229,884 less than last year and \$16,955 more than in 2015.

Expenses: The first three months operating expenses excluding depreciation amounted to \$2,930,156 or 20% of estimated expenses for the year, with an additional \$1,592,288 encumbered. Non-operating activity reports a net increase of \$3,311, compared to a net loss of \$28,844 reported at the same time last year. Currently, the water and sewer fund is reporting an income of \$1,674,540, but after transfers the fund is posting a decrease of \$854,536 which is a \$19,497 decrease in net position from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's total operating revenues for the first three months were \$1,279,286, which is 18% of the annual budget and \$33,542 less than this time last year.

Expenses: The Solid Waste Fund's first three months operating expenses excluding depreciation total \$1,226,170 or 18% of estimated expenses for the year, with an additional encumbered amount of \$4,898,487. The Solid Waste Fund currently is reporting an income before transfers of \$57,682 and a change in net position of \$6,474 after allowing for transfers. The change in net position is \$114,918 less than at this time last year.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's first three months operating revenues amount to \$3,164,695, or 80% of the annual budget and \$33,197 more than this time last year. Revenues in this fund include the collection of drainage fees by the non-advalorem method.

Expenses: For the first three months, operating expenses totaled \$397,201 which is 18% of the annual budget and \$55,113 higher than last year. An additional \$933,734 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt

service payment transfers, the Drainage Fund is reporting an increase in net position for the first three months of \$2,274,398 which is \$347,444 greater than at this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The financial reports for the period ending December 31, 2016 for the Cypress Head Golf Course are attached. Detailed statements are available in the Finance Department.

YMCA REPORT

The financial report for the period ending December 31, 2016 for the YMCA is attached.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb

City of Port Orange									
Revenue Comparison - General Fund (001)									
Period Ending: December 31 (25% of the Fiscal Year)									
Sub Activity	2015			2016			2017		
	FYTD Actual	Audited Annual Receipts	% of Total	FYTD Actual	Unaudited Annual Receipts	% of Total	FYTD Actual	Total Current Budget	% of Budget
ADVALOREM TAXES	8,812,990	10,443,031	84%	9,476,739	10,979,872	86%	10,034,397	11,879,103	84%
SALES & USE TAXES	0	736,939	0%	0	741,261	0%	0	0	0%
UTILITY SERVICE TAXES	869,586	5,153,922	17%	917,055	5,278,259	17%	943,657	5,271,979	18%
COMMUNICATIONS SERVICE TX	164,101	1,886,648	9%	163,176	1,784,375	9%	140,317	1,722,687	8%
LOCAL BUSINESS TAX	24,239	113,499	21%	31,803	148,250	21%	24,980	150,000	17%
FEES & PERMITS	309,123	3,333,346	9%	294,420	3,243,221	9%	289,759	3,256,443	9%
INTER GOVT	722,840	5,152,710	14%	769,796	5,379,844	14%	779,134	5,724,197	14%
CHARGES FOR SERVICE	566,075	3,380,323	17%	599,783	2,687,854	22%	619,048	2,695,286	23%
FINES & FORFEITS	45,245	45,940	98%	122,222	230,003	53%	18,266	157,600	12%
MISC REVENUE	361,229	380,473	95%	340,741	2,529,347	13%	454,106	1,065,051	43%
INTERFUND TRANSFER	0	63,649	0%	0	259,193	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	411,565	1,646,259	25%	403,600	1,614,401	25%	402,915	1,611,658	25%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	3,431,423	0%
GENERAL FUND REVENUE:	\$12,286,993	\$32,336,738	38%	\$13,119,335	\$34,875,882	38%	\$13,706,578	\$36,965,427	37%

City of Port Orange									
Expense Comparison - General Fund (001)									
Period Ending: December 31 (25% of the Fiscal Year)									
Department Description	2015			2016			2017		
	FYTD Actual	Audited Annual Expenditures	% of Total	FYTD Actual	Unaudited Annual Expenditures	% of Total	FYTD Actual	Total Current Budget	% of Budget
NON DEPARTMENTAL	475,567	3,474,836	14%	474,071	4,380,757	11%	665,543	4,933,846	13%
MAYOR & COUNCIL	41,971	199,746	21%	49,179	212,692	23%	51,233	201,830	25%
CITY MANAGER	80,134	456,549	18%	141,574	588,099	24%	112,356	576,868	19%
LEGAL SERVICES	106,758	499,708	21%	118,472	563,124	21%	123,315	686,993	18%
CITY CLERK	67,628	291,702	23%	70,628	327,846	22%	72,671	364,615	20%
FINANCE	201,116	870,178	23%	225,552	968,335	23%	230,816	1,221,245	19%
PERSONNEL	78,415	352,949	22%	83,639	324,998	26%	81,490	408,231	20%
COMMUNITY DEVELOPMENT	307,252	1,266,317	24%	344,625	1,388,959	25%	339,927	1,587,304	21%
FIRE SERVICES	1,893,836	7,646,521	25%	1,825,917	8,272,337	22%	1,888,001	8,313,227	23%
POLICE	2,785,491	11,622,625	24%	2,784,119	11,674,383	24%	2,801,183	12,018,156	23%
PUBLIC WORKS	437,696	1,960,595	22%	431,419	2,255,991	19%	507,512	2,871,201	18%
PARKS MAINTENANCE	373,150	1,738,032	21%	392,490	1,914,366	21%	414,587	2,381,791	17%
RECREATION	125,092	718,415	17%	141,052	830,040	17%	146,945	875,960	17%
ATHLETICS	78,749	312,346	25%	111,155	441,446	25%	98,614	502,249	20%
POGTV	1,341	3,133	43%	686	3,462	20%	813	21,911	4%
GENERAL FUND EXPENSES:	\$7,054,196	\$31,413,652	22%	\$7,194,578	\$34,146,836	21%	\$7,535,006	\$36,965,427	20%
Excess of Revenue over(under) Expenditures	\$5,232,797	\$923,086		\$5,924,757	\$729,045		\$6,171,572	\$ -	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
 Period Ending: December 31 (25% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	237,659	1,250,379	19%	255,182	961,415	27%	573,078	1,151,500	50%
Miscellaneous		140	0%	-	126	0%	-	-	0%
Total operating revenues	237,659	1,250,519	19%	255,182	961,541	27%	573,078	1,151,500	50%
Expenditures									
General government:									
Planning and community development	221,952	982,921	23%	238,224	1,094,899	22%	250,434	1,552,557	16%
Total operating expenses - w/o depreciation	221,952	982,921	23%	238,224	1,094,899	22%	250,434	1,552,557	16%
Operating income (loss)	15,707	267,598	6%	16,958	(133,358)	-13%	322,643	(401,057)	-80%
Non-operating revenues (expenses)									
Interest earnings	(12)	9,047		1,747	14,363		3,144	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	(12)	9,047	0%	1,747	14,363	12%	3,144	9,000	35%
Income (loss) before contributions and transfers	15,695	276,645	6%	18,705	(118,995)	-16%	325,788	(392,057)	-83%
Appropriated Fund Balance								392,057	
Transfers									
Transfers in		2,613			0				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	15,695	279,258		18,705	(118,995)		325,788	-	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)									
Period Ending: December 31 (25% of the Fiscal Year)									
	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	1,992,981	11,274,679	18%	2,040,376	11,541,651	18%	1,949,674	10,401,471	19%
Hydrant rentals	26,605	36,165	74%	35,776	46,423	77%	35,495	46,010	77%
Sewer charges	2,389,115	13,639,842	18%	2,579,342	14,346,973	18%	2,477,252	13,282,971	19%
Connections service, and cut-off charges	169,156	796,698	21%	169,092	736,621	23%	134,000	891,308	15%
Other revenues	6,573	178,259	4%	6,683	104,876	6%	4,963	36,253	14%
Total operating revenues	4,584,430	25,925,643	18%	4,831,269	26,776,544	18%	4,601,385	24,658,013	19%
Operating expenses²									
Personal services	1,415,088	5,801,431	24%	1,360,520	5,990,478	23%	1,436,046	6,616,336	22%
Contractual services (Professional & Other)	201,027	2,904,120	7%	240,547	2,547,385	9%	511,845	2,948,811	17%
Utilities	336,148	1,321,228	25%	298,843	1,183,947	25%	270,790	1,357,364	20%
Maintenance and repairs	52,193	1,895,478	3%	74,963	559,949	13%	163,483	726,664	22%
Other supplies and expenses	902,291	2,145,414	42%	1,191,399	3,022,128	39%	547,992	3,257,997	17%
Total operating expenses - w/o depreciation	2,906,746	14,067,671	21%	3,166,272	13,303,887	24%	2,930,156	14,907,172	20%
Operating income (loss)	1,677,684	11,857,972	14%	1,664,997	13,472,657	12%	1,671,229	9,750,841	17%
Non-operating revenues (expenses)									
Interest earnings	(217)	129,347		20,052	105,720		23,029	74,448	
Other income (expense)	(28,633)	0		(48,896)	(358,545)		(19,718)	(3,166,325)	
Interest and amortization expense	-	(1,205,050)		-	(141,187)				
Total nonoperating revenue (expenses)	(28,850)	(1,075,703)	3%	(28,844)	(394,012)	7%	3,311	(3,091,877)	0%
Income (loss) before contributions and transfers	1,648,834	10,782,269	15%	1,636,153	13,078,645	13%	1,674,540	6,658,964	25%
Appropriated Fund Balance				-			-	3,457,340	
Capital Contributions		1,926,860			274,163				
Transfers									
Transfers in	-	9,579		-	6,424,289		-	-	
Transfers (out) - In lieu of tax	(315,136)	(1,260,543)		(306,351)	(1,225,404)		(304,767)	(1,219,069)	
Transfers (out) - debt service ¹	(2,187,340)	-		(2,164,841)	(8,659,363)		(2,224,309)	(8,897,235)	
Change in net position	(853,642)	11,458,165		(835,039)	9,892,330		(854,536)	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process.

² For comparison purposes FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)

Period Ending: December 31 (25% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues¹									
Charges for services:									
Waste Disposal Fees	1,340,548	7,052,339	19%	1,311,319	7,127,786	18%	1,279,286	6,967,288	18%
Other revenues	6,024	42	14346%	1,509	809	187%	-	-	
Total operating revenues	1,346,572	7,052,381	19%	1,312,828	7,128,594	18%	1,279,286	6,967,288	18%
Operating expenses²									
Personal services	53,164	223,365	24%	55,380	253,507	22%	69,378	217,676	32%
Contractual services (Professional & Other)	952,072	6,286,101	15%	953,087	6,441,283	15%	1,154,741	6,455,526	18%
Utilities	190	858	22%	206	741	28%	293	805	36%
Maintenance and repairs	-	7,251	0%	-	4,608	0%	1,657	8,878	19%
Other supplies and expenses	127,672	54,882	233%	136,074	9,437	1442%	102	4,305	2%
Total operating expenses (w/o depreciation)	1,133,098	6,572,457	17%	1,144,747	6,709,576	17%	1,226,170	6,687,190	18%
Operating income (loss)	213,474	479,924	44%	168,081	419,018	40%	53,115	280,098	19%
Non-operating revenues (expenses)									
Interest earnings	3	13,809		4,417	24,128		4,566	14,000	
Other income (expense)		-			-			(105,267)	
Interest and amortization expense									
Total nonoperating revenue (expenses)	3	13,809	0%	4,417	24,128	18%	4,566	(91,267)	-5%
Income (loss) before contributions and transfers	213,477	493,733	43%	172,498	443,146	39%	57,682	188,831	31%
Appropriated Fund Balance								16,000	
Transfers									
Transfers in		888		-	-		-	-	
Transfers (out) - In lieu of taxes	(48,469)	(193,875)		(51,106)	(204,425)		(51,208)	(204,831)	
Transfers (out) - debt service									
Change in net position	165,008	300,746		121,392	238,720		6,474	-	

¹ For comparison purposes FY16 operating revenue classifications adjusted to comply with FY15 audit classifications² For comparison purposes FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)

Period Ending: December 31 (25% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage Fees	3,119,874	3,860,256	81%	3,131,498	3,844,631	81%	3,164,695	3,967,009	80%
Other revenues	-	218	0%	-	5,494	0%	-	-	0%
Total operating revenues	3,119,874	3,860,474	81%	3,131,498	3,850,125	81%	3,164,695	3,967,009	80%
Operating expenses²									
Personal services	180,881	734,663	25%	173,838	742,094	23%	180,844	964,850	19%
Contractual services (Professional & Other)	9,445	610,614	2%	10,949	571,849	2%	170,743	872,274	20%
Utilities	-	-	0%	-	2,516	0%	533	2,285	23%
Maintenance and repairs	39,764	141,756	28%	17,855	123,603	14%	32,410	171,289	0%
Other supplies and expenses	142,590	69,426	205%	139,446	55,150	253%	12,670	139,133	9%
Total operating expenses (w/o depreciation)	372,680	1,556,459	24%	342,088	1,495,211	23%	397,201	2,149,831	18%
Operating income (loss)	2,747,194	2,304,015	119%	2,789,411	2,354,914	118%	2,767,495	1,817,178	152%
Non-operating revenues (expenses)									
Interest earnings	1,112	30,007		647	20,992		3,496	26,700	
Other income (expense)	(65,352)	255,496		(432,712)	525,062		(62,545)	(2,239,195)	
Interest and amortization expense	-	(420,188)		-	(11,515)		-	-	
Total nonoperating revenue (expenses)	(64,240)	(134,685)		(432,064)	534,538	-81%	(59,049)	(2,212,495)	3%
Income (loss) before contributions and transfers	2,682,954	2,169,330	124%	2,357,346	2,889,452	82%	2,708,446	(395,317)	-685%
Appropriated Fund Balance								2,131,509	
Transfers									
Transfers in		847,500		-	1,726,416		-	-	
Transfers (out) - General Fund		(63,649)		-	-		-	-	
Transfers (out) - In Lieu of Tax	(47,960)	(191,841)		(46,143)	(184,572)		(46,940)	(187,758)	
Transfers (out) - debt service ¹	(459,982)	(83,501)		(384,249)	(1,536,997)		(387,109)	(1,548,434)	
Change in net position	2,175,012	2,677,839		1,926,954	2,894,300		2,274,398	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

² For comparison purposes FY16 expense classifications adjusted to comply with FY15 audit classifications

Note: minor variances in totals may exist due to rounding

Financial Report
for period ending
December 2016

Golf Course

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2016

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	97,965	212,201	1,077,267	20%	95,092	270,264	1,116,089	24%
Merchandise	4,454	11,516	54,320	21%	4,869	15,633	57,514	27%
Other Pro Shop	720	1,247	14,505	9%	825	1,754	11,540	15%
Range	3,173	6,230	34,150	18%	2,776	8,352	34,679	24%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	3,481	7,393	37,806	20%	3,149	9,441	39,852	24%
TOTAL REVENUE	109,794	238,586	1,218,185	20%	106,710	305,444	1,259,674	24%
COST OF SALES								
Merchandise	4,004	10,081	36,189	28%	2,789	9,095	40,260	23%
TOTAL COGS	4,004	10,081	36,189	28%	2,789	9,095	40,260	23%
COGS - Merchandise %	89.9%	87.5%	66.6%	131.4%	57.3%	58.2%	70.0%	83.1%
PAYROLL								
Course and Grounds	30,861	91,009	339,558	27%	32,688	91,418	351,366	26%
Carts, Range, Starters, Etc.	7,204	17,253	81,091	21%	6,431	20,221	92,546	22%
Pro Shop	5,508	15,856	53,209	30%	2,931	11,087	55,398	20%
General and Administrative	11,746	31,545	127,363	25%	10,733	32,145	129,158	25%
Marketing	4,480	12,426	48,834	25%	4,299	12,464	49,603	25%
TOTAL PAYROLL	59,800	168,088	650,054	26%	57,081	167,335	678,071	25%
OPERATING EXPENSES								
Course and Grounds	16,165	52,378	247,630	21%	16,767	57,105	212,591	27%
Carts, Range, Starters, Etc.	8,368	22,872	80,708	28%	6,328	20,701	85,302	24%
Pro Shop	0	574	10,107	6%	1,339	1,064	9,015	12%
Food and Beverage	0	185	322	57%	0	0	0	
General and Administrative	19,678	55,522	197,823	28%	18,139	66,181	205,607	32%
Marketing	1,893	16,784	34,250	49%	575	4,820	33,063	15%
TOTAL OPERATING EXPENSES	46,104	148,315	570,840	26%	43,149	149,871	545,578	27%
TOTAL EXPENSES	109,908	326,484	1,257,084	26%	103,019	326,300	1,263,909	26%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(18,795)	(70,211)	27%	(5,713)	(17,139)	(69,924)	25%
Depreciation & Amortization	(381)	(1,143)	(11,147)	10%	(154)	(459)	(4,572)	10%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(19,938)	(81,358)	25%	(5,866)	(17,597)	(74,496)	24%
NET INCOME	(6,208)	(107,836)	(120,257)	90%	(2,176)	(38,454)	(78,731)	49%
Paid Rounds	3,080	6,783	34,878	19%	2,778	8,578	38,696	22%
Annual Pass Rounds	873	1,715	8,657	20%	795	2,205	5,051	44%
Other Rounds	251	467	2,437	19%	260	685	2,812	24%
Total Rounds	4,204	8,965	45,972	20%	3,833	11,468	46,559	25%
Revenue/Paid Rounds	36	35	35	101%	38	36	33	109%
Revenue/Total Rounds	26	27	26	100%	28	27	27	98%

Financial Report
for period ending
December 2016
Provided by
YMCA

Statement Of Activities Report
Unaudited
Volusia Flagler Family YMCA
Period 12 December 2016

Branch: Port Orange 07

Account Group	Account Group Name	Period 12 December 2016					Year to Date 2016				
		Actual	Budget	\$ Variance	Last Year	\$ Variance	Actual	Budget	\$ Variance	Last Year	\$ Variance
Revenue											
01	Contributions	8,527	10,000	-1,473	29,182	-20,655	79,582	84,200	-4,618	107,363	-27,781
03	Special Events	441	250	191	250	191	46,174	56,840	-10,666	29,148	17,026
08	United Way	3,466	3,465	1	3,466	0	41,594	41,594	0	41,594	0
10	Grants	1,875	2,371	-496	3,862	-1,987	30,046	42,025	-11,979	38,092	-8,046
11	Membership	104,749	102,594	2,155	65,704	39,045	1,277,363	1,347,596	-70,233	1,289,474	-12,111
13	Program Fees	30,341	38,315	-7,974	46,797	-16,456	608,606	642,004	-33,398	626,058	-17,452
14	Other - Merchandise/Vendinn	34	0	34	3,170	-3,136	10,751	12,600	-1,849	16,837	-6,086
16	Late Fees/Misc Income	60	100	-40	180	-120	2,925	4,227	-1,302	2,969	-44
19	Release from	0	0	0	0	0	-1,390	1,830	-3,220	-5,077	3,687
Total Revenue		149,493	157,095	-7,602	152,611	-3,118	2,095,651	2,232,916	-137,265	2,146,458	-50,807
Expenses											
21	Salaries & Wages	99,506	86,383	-13,123	76,671	-22,835	846,428	843,568	-2,860	905,172	58,744
22	Employee Benefits	4,460	4,848	388	7,741	3,281	49,254	42,979	-6,275	61,525	12,271
23	Payroll, Taxes & W/C	8,869	8,349	-520	10,843	1,974	78,708	81,348	2,640	85,625	6,917
24	Contract Services	2,412	2,125	-287	2,692	280	43,329	49,940	6,611	45,696	2,367
25	Supplies	3,375	3,597	222	3,136	-239	35,745	43,464	7,719	48,536	12,791
26	Telephone	894	770	-124	934	40	10,507	9,240	-1,267	11,328	821
27	Postage & Shipping	0	33	33	20	20	1,022	400	-622	94	-928
28	Facility Costs	37,811	38,549	738	28,856	-8,955	461,344	472,388	11,044	466,028	4,684
29	Equipment Costs	6,056	5,569	-487	5,738	-318	63,222	58,245	-4,977	56,576	-6,646
30	Program Expenses	5,977	2,824	-3,153	4,431	-1,546	72,330	69,349	-2,981	72,138	-192
31	Marketing & Promotion	35	0	-35	95	60	183	555	372	727	544
32	Travel & Mileage	250	90	-160	118	-132	1,132	1,185	53	447	-685
33	Conference & Training	0	42	42	1,053	1,053	2,136	835	-1,301	2,832	696
34	Fundraising Expense	0	0	0	381	381	478	2,300	1,822	1,071	593
35	National & Other Dues	1,759	2,616	857	2,505	746	28,150	31,395	3,245	30,199	2,049
38	Insurance	1,253	2,322	1,069	2,244	991	27,489	27,868	379	27,152	-337
39	Miscellaneous Expense	8,032	5,390	-2,642	13,034	5,002	15,352	5,390	-9,962	13,040	-2,312
40	Depreciation & Amortization	2,125	1,666	-459	2,264	139	26,429	19,983	-6,446	26,181	-248
48	Metro Services	22,031	22,031	0	23,529	1,498	314,396	314,397	1	341,011	26,615
Total Expenses		204,845	187,204	-17,641	186,285	-18,560	2,077,634	2,074,829	-2,805	2,195,378	117,744
Change in Net Assets		-55,352	-30,109	-25,243	-33,674	-21,678	18,017	158,087	-140,070	-48,920	66,937