



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 18, 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. Invocation - Rev. Steven Mitchell of Port Orange United Church of Christ
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. April 25, 2017 - Joint Workshop with City Council & Parks & Recreation Advisory Board
 - b. June 20, 2017 - Regular City Council Meeting
 - c. June 27, 2017 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Award of ITB #17-24 to Yellowstone Landscaping for Professional Landscaping Maintenance Service for Retention Ponds
 - b. Award of ITB #17-27 to Commercial Construction, Inc. for HVAC replacement at the Allen Green Center
 - c. Approval of Agreement and Easement with FPL for permanent power at Riverwalk Park 1B
8. Resolution No. 17-28 – Easement Vacation – Lot 33, Waters Edge – Phase XII
9. Resolution No. 17-30 - Budget Appropriation
10. Notice of Tentative Increase of Non-Ad Valorem Stormwater Utility Assessment Rate

11. Request for Major Special Event – Remarkable River Run 5K/15K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
12. Request for Major Special Event – Volusia Flagler Family YMCA River Sprint Triathlon @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
13. Request for Approval of Amendment to CDBG FY 2014 Annual Plan

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

D. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Report from KemperSports on the Cypress Head Golf

F. PUBLIC HEARING

16. Second Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence
17. Second Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261 - Petty Cash Funds; authorization and procedures
18. Second Reading - Ordinance No. 2017-21 -Revision to Section 2-240-Utility billing, delinquent accounts, liens and adjustments
19. First Reading - Ordinance No. 2017-22 - Moratorium on the submittal, processing, and issuance of any permit for wireless facilities, communication towers, and wireless support structures in the rights-of-way and on private property in the City of Port Orange; Case No. 17-25000004

G. REGULAR AGENDA

20. First Reading - Ordinance No. 2017-19 - Increasing Police Pension Board Terms to Four Years
21. First Reading - Ordinance No. 2017-23 - Adding subsection (g) to Section 2-262 of the Code - providing authority to follow federal and state guidelines for purchasing goods or services with federal or state grants.
22. First Reading - Ordinance No. 2017-24 - Maintenance, testing and inspection of backflow prevention devices
23. Resolution No. 17-31 - Naming of the Old Police Department
24. FY18 Budget Presentation

H. COMMENTS

25. City Attorney Comments

- a. City Attorney Evaluation

26. City Manager Comments

- a. Medical Marijuana Dispensaries
- b. Animal Cruelty Resolution

I. COUNCIL COMMITTEE REPORTS

27. 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 AN 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY 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 7-1-1 or 1-800-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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

Regular City Council Meeting

07/18/2017

Page 4 of 4

COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE
IN OR WITNESS THE OPENING INVOCATION.

Jack Wiles, Chairman, updated Council on the Board's discussions from recent meetings. Good progress is being made on the sidewalk gaps and trails. The Spruce Creek Kayak launch is accessible. The Park Naming Policy has been finalized and approved by Council. This year the Board would like to narrow their focus on fewer but larger items, including the Foundation and the Causeway, as well as the community center and ball fields. The Board would also like to discuss the administration offices moving and what

that means for the current office space. The Board wants to discuss the handling of co-sponsored (club) teams. Mr. Wiles asked Council for direction on those specific items.

Mr. Wiles discussed some pros and cons of the co-sponsored teams. They allow players to play at a higher level but the extra usage has an effect on the fields but, there is a positive impact on the community with restaurants and hotels. There is a need for more fields to accommodate the recreation programs.

Council agreed that more fields are needed for all sports. Council wants to discuss the needs for the next 20 years and figure out the steps to meet those needs. The Board would like to see where land is available and how to fund more fields and a community center. They would like to find approximately 200 acres for a complex.

Jake Johansson, City Manager, discussed environmental issues with the land at the Wellfield property. Land will need to be acquired for a complex. He asked Council and the Board to hold off on bonding a complex.

Member Bobby Ball asked about expanding the Coraci Complex. Mr. Johansson will be meeting with Mr. Coraci soon and will discuss it as an option. Mike Navarro suggested a complex similar to the new one in Seminole County. Mr. Johansson will investigate some options for land and funding.

Susan Lovallo, Parks & Recreation Director, provided numbers regarding the growth of participation in the City's sports programs over the past few years, as well as the hours of field use.

Margaret Roberts, City Attorney, provided an update regarding the Foundation. An outside attorney has been working on the documents and a training will happen soon so the Foundation Board knows the do's and don't's. The Foundation is a private, separate entity of the City.

Mr. Johansson discussed volunteers who would like to participate on the Board of Directors for the Foundation. Mayor Burnette asked for staggered terms for the Board Members.

The Board supports any extra staff the Parks & Recreation Department might need in the upcoming budget.

Mr. Wiles asked what will happen to the administrative offices currently in the gym. Ms. Lovallo has planned to use the office areas for after school functions with students. The building on Halifax Avenue will be gone soon and those functions will need to move. She will expand programs in the building.

Mr. Wiles asked how the Board should address co-sponsorships in the future. Council agreed the recreation program comes first as far as scheduling, etc.

Councilman Stiltner asked the Board to find 3-4 community centers around Florida that Council can visit to get an idea of what might be needed and wanted. Member Pat Barraco asked for a survey to find out what the kids want at the community center.

Mr. Wiles asked for a list of available land prior to their next meeting.

Mr. Johansson asked for any objections to reducing the cost of the All Star Baseball and Softball fees. There is money to offset the fee. Currently it is \$100 being reduced to \$50. There were no objections. A resolution will be provided to Council at a later date.

ADJOURNMENT: 8:07 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 20, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Pledge of Allegiance

Invocation given by Miguel Rodriguez of First United Methodist Church

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Donald 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

Ted Nofall, citizen, asked that Item #18 be pulled and public discussion held regarding the sale of City property being done without an appraisal.

Derek LaMontagne, citizen, asked for clarification regarding Item #14 relating to the “extensive time” for public records requests. He also discussed his concerns regarding Item #15 and the removal of a tree easement in Eastport.

5. Agenda Approval

Item #7(e) was pulled by Councilman Stiltner for further discussion. Vice Mayor Ford asked that Item #18 be pulled.

6. Approval of Minutes

- a. May 16, 2017 - Regular City Council Meeting
- b. May 30, 2017 - City Council Workshop

7. Bid Awards and Contract Items

- a. Change Order No. 2 to the Standard Multi-Year Contract for Services with CedarChem, LLC
- b. Bid Award of RFP #17-10 to Infosend for Utility bills printing and mailing
- c. Bid Award of ITB #17-26 to Flair Service Inc. for A/C replacement at the

YMCA

- d. Bid Award of ITB #17-12 to Alford Timber, Inc. for Timber Harvesting

- e. Ratification of Emergency Purchase of Generator for Fire Station #71 with Cummins
- f. Rejection of all bids for ITB #17-13 for Garnsey Water Plant Sludge Feed Pumps & Filter Backwash Upgrades
- g. Rejection of all bids for ITB #17-20 for Pre-owned Yard Spotter Truck (Yard dog) for the Water Reclamation Facility
- h. Rejection of all bids for ITB #17-15 for Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & 74
- 8. Second Amendment and Extension to Smokey Hunt Club Lease
- 9. Resolution No. 17-20 - Temporary Waiver of Fees for Community Development Planning Applications for Annexation, Comprehensive Plan Future Land Use Amendment and Rezoning
- 10. Resolution No. 17-23 - Ratification and Restatement of Resolution No. 17-16 - Pavers
- 11. Resolution No. 17-24 - Ratification and Restatement of Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees
- 12. Resolution No. 17-25 - Parks & Recreation Fees
- 13. Resolution No. 17-26 – Easement Vacation – Lot 15, The Vineyards – Phase II
- 14. Resolution No. 17-27 - Revising Fees for Public Records Request Production and Other Services
- 15. Release of a Reservation of a Tree Conservation Easement
- 16. Release of Easement - Proposed Cornerstone Grove Subdivision
- 17. Dedication of right-of-way along the north side of Herbert Street, adjacent to 3567 Nova Road (Cumberland Farms)
- 18. Sale of Real Property located at 900 Swallowtail, Suite E (Unit 105) to Raymond and Patricia Adams
- 19. Denial of Utility Fee Reduction Request for 1161 Bayview Lane (Continued from 5/2/17)
- 20. Renewal of Environmental Legal Liability Insurance with Aspen Special Insurance Company
- 21. Approval of Updated Purchasing Manual
- 22. Designation of a Voting Delegate for the 91st Annual Florida League of Cities Conference

Motion to approve the remaining Consent Agenda Items was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

- e. Ratification of Emergency Purchase of Generator for Fire Station #71 with Cummins

Councilman Stiltner asked for an explanation regarding the extra charge for generator installation since one is being removed. Jake Johansson, City Manager, advised there is a need to wire the generator differently than it was in the past so that the roll up at the fire station can be used manually in a power outage.

Motion to approve Item #7(e) was made by Councilman Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

18. Sale of Real Property located at 900 Swallowtail, Suite E (Unit 105) to Raymond and Patricia Adams

Vice Mayor Ford advised the Council approved the market price prior to the property being listed and the offer was reasonable. There was no need to pay additional funds for an appraisal.

Motion to approve Item #18 was made by Vice Mayor Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Agenda)

23. Derek LaMontagne - Save Spruce Creek - Wetland Resolution Draft Document and Basin Management Action Plan (BMAP) Discussion

Derek LaMontagne, resident, requested Council consider a resolution to help protect Spruce Creek and implement a BMAP.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

24. Comments/Concerns from Council Members

Councilman Tramont asked if there is a plan for Nova Road area. He wants to make sure it doesn't become blighted. He asked if anything can be done to help beautify the quadruplexes at Nova Road and Madeline Avenue. He believes the same needs to be done along Clyde Morris Blvd. Mr. Johansson will provide the Comprehensive Plan to Council for reading and further consideration. He asked Council to continue with the redevelopment of Ridgewood Avenue first so resources aren't spread too thin. Staff will provide further options for discussion, as well. Councilman Tramont asked if Veteran's Park can be dressed up so it's clear to the public that it's actually for recognition of our veterans. Mayor Burnette asked for a workshop after the budget cycle.

Vice Mayor Ford asked for the status of the sign at Riverwalk. Mr. Johansson will provide an update from the developer.

Councilman Bastian advised that Council can elect an alternate to serve on the TPO Board should he not be able to attend.

Motion to appoint Vice Mayor Ford as the alternate was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

Mayor Burnette asked Staff to work with the County regarding maintenance of Clyde Morris Blvd. He asked for an update on the trimming of the Palm trees on Nova Road south from Dunlawton Ave. Mr. Johansson said the update is going to be in the City Manager's Weekly Update on Friday once information is gathered by Staff. Mayor Burnette asked that an item be placed on an upcoming meeting agenda to discuss the County's homeless shelter funding request. He would like to have a member on the Board if Council wants to help with the funding. Council agreed to a workshop on June 27, 2017 to hear from the City Manager and Chief of Police as to the specific issues in Port Orange.

Mayor Burnette has questions and thoughts relating to the presentation given by Derek LaMontagne. The County, New Smyrna Beach, and others have an interest in the waterways. The Roundtable of Elected Officials has a water committee. Mr. Johansson will talk to St. John's Water Management District and request that the item be added to the next water summit agenda. Mayor Burnette asked for a copy of the Management Plan from the County. Vice Mayor Ford advised the decisions made by Council previously were made legally and can't be changed at this point. He's in favor of looking at what Council can do legally but what's done is done. He would like to hear more about BMAPs. Mayor Burnette wants to discuss this topic with neighboring communities.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

25. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the April 2017 report on the golf course. Councilman Tramont asked if something can be done at Hole #2 to avoid the back-up. Mr. Duquette will look into it.

26. Report from the Fire Pension Plan's Actuary - Patrick Donlan

Patrick Donlan was not in attendance.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

27. Report on Citizen Advisory Committee for TPO

Bobby Ball, member, provided an update from the recent meeting held with the CAC.

28. Appointment - Youth Advisory Board

Joshua LeBeau introduced himself to Council. Council thanked him for his willingness to serve the community.

Motion to nominate Joshua LeBeau to the Youth Advisory Board was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

29. Appointment - Volusia Growth Management Commission Member

Debbie Connors, resident and current member of the Volusia Growth Management Commission, described her experience on the Commission and advised she is willing to continue to serve the City in this capacity.

Motion to re-appoint Debbie Connors to the Volusia Growth Management Commission was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

30. Appointment - Environmental Advisory Board

John Macaluso & Nancy Vaughn introduced themselves to Council.

Motion to appoint John Macaluso & Nancy Vaughn to the Environmental Advisory Board was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

31. Report from the Environmental Advisory Board's Special Meeting

Derek LaMontagne, Chairman, provided details from the Special Meeting held to discuss the Septic System Study with Wade Trim. He asked Council to send projects to the Board that have environmental impacts. Council would like the Board to review the tree ordinance and provide a recommendation if changes are needed.

32. Second Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001

Mayor Burnette read Ordinance No. 2017-18.

ORDINANCE NO. 2017-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +/-7.6 ACRES LOCATED AT 3813 SOUTH NOVA ROAD FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-18 on second reading was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

33. Subdivision Replat for Clark Professional Center Phase 2, Case No. 16-50000005

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

34. Final Plat and Plans for Cornerstone Grove Subdivision, west side of Hidden Lake Drive, north of Yorktowne Boulevard, Case No. 17-50000002

Motion to approve as presented was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

35. First Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence

Mayor Burnette read Ordinance No. 2017-12.

ORDINANCE NO. 2017-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-279, CONE OF SILENCE; PROVIDING FOR DEFINITIONS, PROHIBITED COMMUNICATIONS, EFFECTIVE DATES, NOTICE, PERMITTED COMMUNICATIONS, VIOLATIONS AND APPEAL PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-12
on first reading was made by Councilman
Bastian, and Seconded by Councilman
Stiltner.

Discussion was held regarding the timeframe of the cone of silence which starts when the solicitation is posted and runs until the selection is made. Questions can still be asked as to procedures.

Motion carried unanimously by roll call
vote.

36. First Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261
- Petty Cash Funds; authorization and procedures

Mayor Burnette read Ordinance No. 2017-20.

ORDINANCE NO. 2017-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-261, REGARDING PETTY CASH FUNDS AUTHORIZATION AND PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-20
on first reading was made by Councilman
Bastian, and Seconded by Councilman
Stiltner.

Mr. Johansson explained the procedures regarding P-cards and the changes that were made internally for better controls.

Motion carried unanimously by roll call vote.

37. Resolution No. 17-19 - Budget Appropriation

Mayor Burnette read Resolution No. 17-19.

RESOLUTION NO. 17-19

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS TO BUDGET FOR BABE RUTH DISTRICT TOURNAMENT; EXTERIOR PAINTING OF LAKESIDE CENTER STORAGE FACILITY; FISCAL YEAR 2017 ACTIVITIES RELATED TO PORT ORANGE'S 150th CELEBRATION; FUNDS RECEIVED FROM OTHER MUNICIPALITIES FOR LAW ENFORCEMENT MARINE UNIT; FUNDS RECEIVED FROM COUNTRYSIDE HOA FOR ROAD REPAIRS; ADDITIONAL CITY COST FOR DUNLAWTON SIDEWALK AND STREET LIGHTING IMPROVEMENT PROJECT; INSURANCE PROCEEDS RECEIVED; GENERATOR AT FIRE STATION 71; TO ACCOUNT FOR LAW ENFORCEMENT FORFEITURE SETTLEMENTS RECEIVED; AND TO FUND THE PURCHASE OF A USED AMBULANCE FOR FIRE RESCUE, SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 17-19 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Mr. Johansson asked Council for final consideration regarding the PLUS program and the purchase of an ambulance, which is included in this resolution. Councilmen Stiltner and Bastian supports the program. Vice Mayor Ford believes they should delay the purchase until things settle down with other cities withdrawing from the program. Councilman Tramont also doesn't support it as he hasn't seen the need to move to a program such as this. He wants the County to do their job.

Motion to remove the ambulance to vote separately was made by Vice Mayor Ford and Seconded by Councilman Tramont. Motion carried 3-2 with Councilmen Bastian and Stiltner voting no.

Motion to approve the purchase of the ambulance was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Robert Reinhagen, 1425 Dexter Drive, is still opposed to the City funding the program for an additional ambulance. He believes the County needs to fund it completely.

Councilman Bastian and Stiltner discussed their responsibility to the citizens of Port Orange and believes the program is necessary.

Sarah Jones, 44 Woodfield Drive, supported the program and believes it is in the best interest of the citizens whether it is profitable or not.

Vice Mayor Ford is concerned with the Port Orange ambulance being sent to other communities and not being available to our citizens as hoped.

Councilman Tramont hasn't seen the true need of the additional ambulance. If the need is demonstrated, he will support the request.

Alan Rosen, Assistant City Manager, explained the numbers received from the County regarding response times.

Motion to approve the PLUS Program and purchase an ambulance carried 3-2 by roll call vote with Vice Mayor Ford and Councilman Tramont voting no.

Motion to adopt Resolution No. 17-19 (without the ambulance portion) carried unanimously by roll call vote.

38. License Agreement – Lot 33, Laurelwood Mobile Estates Unit III

Wayne Clark, Community Development Director, explained the mistake made by the homeowner. The sidewalk being sealed is not following previous direction from Council. The sealant would require removal to be cleaned. The City's Risk Manager has visited the property and determined there is no additional risk of a slip and fall.

Marie Wheeler, 766 Greenfield Drive, homeowner, advised they will remove the sidewalk and replace it at the Council's wish. They didn't know they couldn't seal it.

Motion to approve the request was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried 4-1 by roll call vote with Councilman Bastian voting no.

39. Utility Billing

a. First Reading - Ordinance No. 2017-21 -Revision to Section 2-240-Utility billing, delinquent accounts, liens and adjustments

Mayor Burnette read Ordinance No. 2017-21.

ORDINANCE NO. 2017-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-240 RELATED TO UTILITY AND MISCELLANEOUS SERVICES BILLING, ADJUSTMENTS, DELINQUENT ACCOUNTS AND LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-21 on first reading was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Tracey Riehm, Finance Director, provided details of the resolution which incorporates refunding deposits, more accurate reads relating to the filling of swimming pools, etc.

Motion carried unanimously by roll call vote.

b. Resolution No. 17-21 - Utility Billing Resolution

Mayor Burnette read Resolution No. 17-21.

RESOLUTION NO. 17-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING UTILITY SERVICE FEES, RATES AND CHARGES AND REVISED PROCESSES; ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 17-21 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Ms. Riehm advised of the changes to clean up the billing. There is no change as to rates.

Motion carried unanimously by roll call vote.

COMMENTS

40. City Attorney Comments

There was nothing further from the City Attorney.

41. City Manager Comments

Mr. Johansson advised of the renovations coming up for Council Chambers. He asked Council to consider allowing Department Heads to reside outside of the City limits. There are three wanting to live close but not within the limits of Port Orange.

K. COUNCIL COMMITTEE REPORTS

42. City Council Committee Reports

a. ArtHaus – Vice Mayor Ford reported on the recent Fun and Funky Dinner. It was a success.

b. Port Orange/South Daytona Chamber of Commerce –Mayor Burnette thanked the Chamber for their help with the Ridgewood Ave. clean-up.

c. Roundtable of Elected Officials – Mayor Burnette reported on their recent meeting.

Mayor Burnette is meeting with Representative Tom Leek tomorrow and asked for items to discuss with him. Mr. Johansson asked that the idea of connecting our reclaimed water with Daytona Beach be discussed with Representative Leek in the future once Mr. Johansson has additional data. This project would help Daytona Beach reduce or eliminate the need to discharge into the Halifax River.

ADJOURNMENT: 9:11 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 27, 2017

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald Burnette at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Donald Burnette
	Also Present:	Jake Johansson, City Manager Matthew Jones, Deputy City Attorney Michelle Cusella, Sr. Administrative Assistant

DISCUSSION ITEMS

4. Naming of the Old Police Department

After reviewing all survey responses provided by the citizens, Council unanimously agreed to name the old Police Department building The Dorothy L. Hukill City Annex. Final approval will be brought back to Council at a later date.

5. Financial Report - May 2017

Tracey Riehm, Finance Director, provided details from the May 2017 Financial Report.

6. Budget Workshop - Drainage Funds

Ms. Riehm provided an overview of the drainage fund.

Mayor Burnette stated there is a high amount of maintenance costs and that the City continually has to dip into the general fund to pay for drainage projects. He believes this is something the City needs to find a way out of.

A consensus was made by Council to continue this item to the next meeting to further discuss a monthly billing increase for the drainage fund.

7. FY2018-FY2023 Capital Improvement Program

Ms. Riehm provided an overview of the Capital Improvement Program.

8. First Step Conversation

Bob Williams, citizen, provided a PowerPoint presentation on the First Step Homeless Shelter and management system.

Council had concerns regarding the number of staff that was suggested, the location, and funding costs. Council believes this should be funded by the County.

Deacon Dave, Our Lady of Hope, supports the First Step Homeless Shelter.

9. City Manager Comments
- Virginia/Monroe Project Update

Jake Johansson, City Manager, updated Council on the approval of the state funding of \$750,000 of the \$1.5 million requested, but came up a little short on what was requested. Staff is still working on funding from various locations to compensate for the remainder of the \$2.9 million needed to fund the project.

ADJOURNMENT: 9:54 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, City Clerk

1.	Standard Contract for Services	Yellowstone Landscape Standard Contract for Services.pdf
2.	Bid #17-24 Bid Tabulation Sheet	ITB 17-24 Tabulation Sheet (05-18-17).pdf
3.	Yellowstone Landscaping Bid	ITB 17-24 Yellowstone Landscape Response(05-18-17).pdf

	Submission	
4.	Bid Request Form	Bid Request Form (02.15.16) Retention Ponds FY 17 18.docx
5.	ITB #17-24 Professional Landscaping Maintenance Retention Ponds	ITB_17-24_PROFESSIONAL_LANDSCAPING_MAINTENANCE_SERVICE_FOR_THE_RETE

Mike Silvey
 Alyssa Parnell
 Mike Silvey
 Branford Adumuah
 Susan Lovallo
 Tracey Riehm
 Margaret Roberts
 Jake Johansson
 Robin Fenwick

Created/Initiated - 06/02/2017
 Approved - 06/02/2017
 Approved - 06/02/2017
 Approved - 06/07/2017
 Approved - 06/09/2017
 Approved - 06/14/2017
 Approved - 06/30/2017
 Approved - 07/03/2017
 Final Approval - 07/03/2017



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 **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("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 City of Port Orange with Base Bid Professional Landscape Maintenance Services for Retention Ponds, Alternate 1 - Retention Ponds, and portions of Alternate 2 - Palm Tree Trimming, which shall include: all Right of Way portion (items 22 through 42 of the bid), and items 1, 4, 5, 7, 9 through 14, as more specifically described in the scope of ITB 17-24, and Contractor's proposal, attached hereto as Exhibit "1." A complete copy of ITB 17-24, and the Contractor's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: The work shall be performed as outlined in Exhibit "1," in accordance with 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(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed One Hundred Sixteen Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$116,189.00) per 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. 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. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR 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.

11. 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.

12. 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.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, 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>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 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

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	

☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

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. This Contract includes all additional provisions as may have been outlined in 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: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape
Attention: Time Portland, Manager
3235 North State Street
Bunnell, Florida 32110
(386) 248-3298 – Telephone
bcritcher@yellowstonelandscape.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.

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:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.
d/b/a YELLOWSTONE LANDSCAPE

Printed Name: _____

By: _____

Tim Portland, Manager

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: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape a Florida limited liability 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:



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

**CITY OF PORT ORANGE
RETENTION PONDS MAINTENANCE LEVELS
Class "D" Maintenance
ITB # 17-24**

Completed Exhibit 1 Bid Proposal form **MUST** be Included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	barrycritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH/COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ 30.50	24	\$ 732.00	\$ 215.00	\$ 947.00
2	Frederick Avenue Retention Pond	95,931	2.2	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
3	Westridge Avenue Retention Pond	42,821	0.98	\$ 122.00	24	\$ 2,928.00	\$ 430.00	\$ 3,358.00
4	Farmbrook Road Retention Pond	47,000	1.08	\$ 91.50	24	\$ 2,196.00	\$ 301.00	\$ 2,497.00
5	Nova Road Retention Pond #1	60,040	1.38	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
9	Nova Road Retention Pond #5	65,075	1.49	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
11	Devon Street Retention Pond	47,080	1.08	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ 81.00	24	\$ 1,464.00	N/A	\$ 1,464.00
13	Taylor Woods Retention Pond	125,550	2.88	\$ 274.50	24	\$ 6,588.00	N/A	\$ 6,588.00
14	Nixon Lane	26,220	0.60	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
15	Tompkins Drive Retention Pond	40,318	0.93	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
16	Squirrel Nest Lane Retention Pond	20,000	0.48	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
17	Canal View Boulevard Retention Pond	66,574	1.51	\$ 162.50	24	\$ 3,660.00	N/A	\$ 3,660.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
19	Causeway Retention Ponds (east end) (2 Ponds)	28,310	0.8	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ 305.00	24	\$ 7,320.00	N/A	\$ 7,320.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
23	Public Utilities Easement	15,210	0.35	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
TOTAL BASE BID ITEMS 1-23								\$ 68,634.00
24	Baywood Retention Pond	16,000	0.37	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
26	Viking Drive Retention Pond	11,400	0.26	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.52	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
29	Miles Drive Retention Pond	58,750	1.30	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
30	6088 Orange Blvd. Retention Pond	18,260	0.42	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ 6,588.00

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE
PALM TREE TRIMMING

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted green cells, preferably electronically.
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	britcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ 1,220.00
2	Gymnasium Site	Sable Palm	17	1	N/A
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	N/A
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ 79.00
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ 122.00
6	City Center Sports Complex	Sable Palm	100	1	N/A
7	Public Works Facility Site	Cabbage Palms	23	1	\$ 584.00
8	Adult Activity Center Site	Sable Palm	8	1	N/A
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ 76.00
10	Fire Station #71 Site	Washingtonia	5	1	\$ 132.00
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ 280.00
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ 610.00
13	Police Department Site	Madjool Palms	1	2	\$ 61.00
14	Causeway Park	Sable Palm	351	2	\$ 17,840.00
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	N/A
16	Spruce Creek Recreational Facility	Sable Palm	67	1	N/A
17	Airport Road Park	Washingtonia	19	1	N/A
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ 1,042.00
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ 1,576.00
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ 2,592.00
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ 344.00
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ 183.00
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ 483.00
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ 427.00
29	Dunlawton Avenue Medians	Washingtonia	86	1	\$ 2,273.00
30	Dunlawton Avenue Medians	Madjool Palms	3	2	\$ 183.00
31	Nova Road Medians	Cabbage Palms	18	1	\$ 457.00
32	Nova Road Medians	Madjool Palms	24	2	\$ 1,464.00
33	Hockney Court	Cabbage Palms	12	1	\$ 305.00
34	Hockney Court	Madjool Palms	2	2	\$ 122.00
35	Town West Boulevard Medians	Washingtonia	131	1	\$ 3,462.00
36	Coraci Boulevard Medians	Washingtonia	45	1	\$ 1,189.00
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ 2,141.00
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ 229.00
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ 549.00
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ 584.00
41	Coral Way Medians	Cabbage Palms	12	1	\$ 305.00
42	Willow Run Blvd	Washingtonia	2	1	\$ 53.00
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BID					\$ 40,967.00

EXHIBIT "1"

1 of 1

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed proposals Professional Landscaping Maintenance Service for the retention ponds.

SCOPE OF WORK:

Professional Landscaping Maintenance Service **Retention Ponds**

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.

Class “D” Maintenance Level

A total of twenty-four (24) visit shall be provided annually. All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows: St. Augustine – 2.5 inches Argentine Bahia – 3 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment shall have the name of the Contractor, business telephone

number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause

not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

ALTERNATE BID # 2 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible for pruning all palm trees at the sites as listed in Bid Alternate No. 2 Spreadsheet.

EXHIBIT “2”

(Consisting of 3 pages)

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: Yellowstone Landscape-South East, LLC d/b/a Yellowstone Landscape
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Tim Portland, Manager
Phone Number: (386) 248-3298

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: \$122,992.00

**City Case/ ITB 17-24 Professional Landscape Maintenance Service
for the Retention Ponds**

Description of Work: ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in
ITB No. 17-24

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

Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape

ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC d/b/a Yellowstone Landscape**, 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 **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$122,992.00)**, 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 Standard Contract for Services, having an effective date of _____, 2017, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services for the Retention Ponds, 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 255.05(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 _____, 2017.

Attest:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
d/b/a YELLOWSTONE LANDSCAPE
(Principal)

(As to Corporate Principal) Secretary

By: _____
Tim Portland, Manager

(Witness to Principal)

(Corporate Seal)

(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, FLORIDA
ITB TABULATION SHEET**

ALL BIDS 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 BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-24
ITB TITLE: PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		DeAngelo Brothers LLC, T/A Aquagenix of St. Cloud, Florida	Verdego LLC of Bunnell, Florida	Yellowstone Landscape of Daytona Beach, Florida	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	
9	Form 7.9 Professional References	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	N/A	
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES	
12	Form 7.12 Local Business Affidavit of Eligibility	N/A	YES	YES	
13	Form 7.13 Certificate of Corporate Principle	YES	YES	YES	
14	Certificate of Insurance	YES	YES	YES	
15	Bid Bond	YES	YES	YES	
16	Attachment 1-Bid Proposal	YES	YES	YES	
	1 Original, 1 Digital Copy	YES	YES	YES	
	Deemed Responsive?	YES	YES	YES	
TOTAL BID		\$ 102,019.62	\$ 72,950.00	\$ 68,634.00	\$ -
ALTERNATE No. 1 RETENTION PONDS		\$ 10,762.56	\$ 8,640.00	\$ 6,588.00	\$ -
ALTERNATE No. 2 PALM TREE TRIMMING		\$ 267,383.64	\$ 51,020.00	\$ 47,770.00	\$ -

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

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



SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #17-24

BID TITLE:

**PROFESSIONAL LANDSCAPING MAINTENANCE
SERVICE FOR THE RETENTION PONDS**

DUE DATE/TIME:

May 18, 2017

SUBMITTED BY:

YELLOWSTONE LANDSCAPE

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

Landscape Maintenance Services Proposal

prepared for

THE CITY OF PORT ORANGE

**ITB #17-24, PROFESSIONAL LANDSCAPING
MAINTENANCE SERVICES
FOR THE RETENTION PONDS**

May 18,2017



YELLOWSTONE
LANDSCAPE

Table of Contents



1. Required Forms 7.2-7.13
2. W-9 and Sunbiz Report
3. Bid Proposal
4. Bid Bond
5. Certificate of Insurance



Required Forms 7.2-7.13

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement.
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement.
- ☒ Form 7.4 – Drug Free/Tie Preference Statement.
- ☒ Form 7.5 – Public Entity Crimes Statement.
- ☒ Form 7.6 – Affidavit of Anti-Collusion.
- ☒ Form 7.7 – Authorized Signatures/Negotiators.
- ☒ Form 7.8– Statement of Vendor’s Qualifications.
- ☒ Form 7.9 – Professional References for Previous Landscaping Experience.
- ☒ Form 7.10 – Listing of Subcontractors.
- ☒ Form 7.11 – Vendor Application.
- ☒ W-9 Form.
- ☒ Form 7.12 – Local Business Affidavit of Eligibility.
- ☒ Form 7.13 – Certificate as to Corporate Principal.
- ☒ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- ☒ Bid Bond
- ☒ Copy of Insurance.
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.
- BY: Yellowstone Landscape
Name of Business
- 
Authorized Signature
- 05/18/2017
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

<u>Yellowstone Landscape</u>	<u>500 Fentress Blvd</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>[Signature]</u>	<u>Daytona Beach, FL 32114</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Barry Critcher, Manager</u>	<u>386.248.3298</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>20-2993503</u>	<u>bcritcher@yellowstonelandscape.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of 18th May, 2017 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 11/9/19

Dolores M. Mew
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – 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: 05.12.17 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

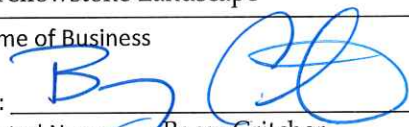
If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the 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."

Yellowstone Landscape

Name of Business

By: 

Printed Name: Barry Critcher

Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape-Southeast, LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

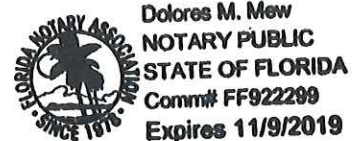
☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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.

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape-Southeast, LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

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

Dolores M. Mew
Notary Public, State of FL

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Drug-Free Workplace Statement



Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.

Drug-Free Workplace Statement



In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.

FORM 7.5 – SWORN STATEMENT UNDER SECTION 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 Barry Critcher, who, being by me first duly sworn, made the following statement:

1. The business address of 500 Fentress Blvd, Daytona Beach, FL 32114 (name of Offeror or business) is Yellowstone Landscape.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is 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 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.)

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by Barry Critcher, as Business Development Manager of Yellowstone Landscape - Southeast, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# **FF922299**
Expires **11/9/2019**

ANTI-COLLUSION STATEMENT BID FORM:

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS AND THE CITY OF PORT ORANGE.

NO BID (REASON): _____

54

FORM 7.7 – 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:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
Barry Critcher	Manager	386.248.3298
Brian Martin	Regional Vice President	386.437.6211


(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

**PLEASE SEE RESPONSES
ON FOLLOWING PAGES**

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by Barry Critcher, as Business Development Manager of Yellowstone Landscape - Southeast, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

This document must be completed and returned with your Submittal

Statement of Qualifications



- A. Yellowstone Landscape
- B. 500 Fentress Boulevard
Daytona Beach, Florida 32114
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.
- H1. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- H2. Yellowstone Landscape, nor any of its previous operating entities have been subject to any lawsuits, judgements, or licensure disciplinary actions in any of the previous three years.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.

Statement of Qualifications



- L. Please see "Similar Contracts Presently on Hand" in following pages.
- M. Principal Officers within Yellowstone Landscape have progressed through the commercial landscaping industry, either within the organization, or from outside, competitive organizations. Our current CEO, Tim Portland, has been in his current role since 2012. Prior to joining Yellowstone, Mr. Portland has served as CEO of Scotts Lawn Service and USI Contractors & Home Improvement.
- N. \$5,000,000
- O. Wells Fargo Bank
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Dunes at Hammock Beach Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Fleming Island Plantation Community Development District	Streetscapes, Rights of Way	Clay	>\$500,000

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>150
Heavy Duty Pickup Trucks	>50
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>100
Motorized Work Carts	>15
Heavy Construction Equipment (Various Caterpillar)	>25

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Robert Carolin
City, State: Ormond Beach, FL
Telephone Number: 386.882.3487
Email Address: robert.carolin@ormondbeach.org
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$1,000,000
Start/End Date of Contract: 2012-present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, FL
Telephone Number: 386.424.2205
Email Address: faith.miller@cityofnsb.com
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$400,000
Start/End Date of Contract: 2015-present
3. Company Name: Town Center at Palm Coast Community Development District
Contact Person: Clint Smith
City, State: Palm Coast, FL
Telephone Number: 386.446.6226
Email Address: csmith@allte.com
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$500,000
Start/End Date of Contract: 1998-present

This document must be completed and returned with your Submittal

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – 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: Yellowstone Landscape

ADDRESS: 500 Fentress Blvd

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

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

ADDRESS: _____

TEL. # (including area code): 386.248.3298 FAX # 386.437.5143

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Barry Critcher

TITLE: Manager

FEDERAL I.D. (F.E.I.N.) # 20-2993503

E-MAIL ADDRESS: bcritcher@yellowstonelandscape.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Delaware Year: 2008

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.

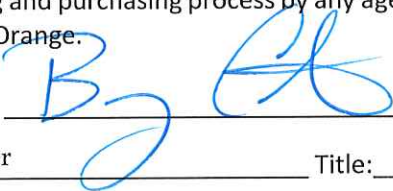
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

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 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: Barry Critcher Title: Manager

Commodity/Services Commercial Landcaping Services

This document must be completed and returned with your Submittal

FORM 7.12 – 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): #17-24BUSINESS NAME: Yellowstone LandscapeCONTACT PERSON/TITLE: Barry CritcherMAILING ADDRESS: 500 Fentress BlvdCITY-STATE-ZIP: Daytona Beach, FL 32114Length of Time at Address Provided: 4 yearsPhysical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 20-2993503BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386.248.3298 FAX: 386.437.5143EMAIL: bcritcher@yellowstonelandscape.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 Barry Critcher who, after being sworn according to law, stated that he or she was authorized to represent Yellowstone Landscape and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Dolores M. Mew

SIGNATURE OF NOTARY PUBLIC

THIS 18th DAY OF May, 2017My Commission Expires: 11/9/19

NOTARY SEAL



Dolores M. Mew
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF922299
 Expires 11/9/2019

SIGNATURE OF AFFIANT

DATE

Barry Critcher, BDM

PRINTED NAME OF AFFIANT / TITLE

Yellowstone Landscape-Southeast, LLC

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Tim Portland, certify that I am the President and secretary of the corporation named as Principal in the within Bid Bond; that PETER WEICH
VICE PRESIDENT, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature
AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2017	VALID TO
08/26/2016	DATE PAID
25.00	ANNUAL FEES

1210 LANDSCAPE GARDNER

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



THE CITY OF DAYTONA BEACH

Receipt # RP08349

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
500 FENTRESS BLVD

1210 07/11/2016 LANDSCAPE GARDNER

25.00

BUSINESS TAX # BT-72325

Fees Paid:

\$25.00

Paid By: RemitPlus Processor

Date Paid: August 26, 2016
Pay Method: RemitPlus 105023
Collected By: RMT

TAX RECEIPT

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



W-9 and Sunbiz Report

Form

W-9(Rev. December 2014)
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.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Yellowstone Landscape - Southeast, LLC****2** Business name/disregarded entity name, if different from above**dba Yellowstone Landscape****3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C****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) ▶**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**3235 N. State Street, PO Box 849**

Requester's name and address (optional)

6 City, state, and ZIP code**Bunnell, FL 32110****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

2 0 - 2 9 9 3 5 0 3

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 ▶*Crystal Westley*

Date ▶

1/1/2017

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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager

PORTLAND, TIMOTHY
P O BOX 849
BUNNELL, FL 32110

Title MANAGER

LALONDE, K. ALLAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title MANAGER

WELCH, PETER
P O BOX
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2016	04/26/2016
2016	06/27/2016
2017	04/07/2017

Document Images

04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format
05/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Florida Limited Liability	View image in PDF format

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000035212

Entity Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Current Principal Place of Business:

3235 NORTH STATE STREET
BUNNELL, FL 32110

Current Mailing Address:

P.O. BOX 849
BUNNELL, FL 32110

FEI Number: 20-2993503

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name PORTLAND, TIMOTHY
Address P O BOX 849
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name LALONDE, K. ALLAN
Address 3235 NORTH STATE STREET
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name WELCH, PETER
Address P O BOX
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PETER WELCH

AUTHORIZED PERSON

04/07/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



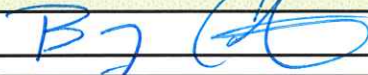
Bid Proposal



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

**CITY OF PORT ORANGE
RETENTION PONDS MAINTENANCE LEVELS
Class "D" Maintenance
ITB # 17-24**

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	barritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ 30.50	24	\$ 732.00	\$ 215.00	\$ 947.00
2	Frederick Avenue Retention Pond	95,931	2.2	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
3	Westridge Avenue Retention Pond	42,821	0.98	\$ 122.00	24	\$ 2,928.00	\$ 430.00	\$ 3,358.00
4	Farmbrook Road Retention Pond	47,000	1.08	\$ 91.50	24	\$ 2,196.00	\$ 301.00	\$ 2,497.00
5	Nova Road Retention Pond #1	60,040	1.38	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
9	Nova Road Retention Pond #5	65,075	1.49	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
11	Devon Street Retention Pond	47,060	1.08	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ 61.00	24	\$ 1,464.00	N/A	\$ 1,464.00
13	Taylor Woods Retention Pond	125,550	2.88	\$ 274.50	24	\$ 6,588.00	N/A	\$ 6,588.00
14	Nixon Lane	26,220	0.60	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
15	Tompkins Drive Retention Pond	40,316	0.93	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
17	Canal View Boulevard Retention Pond	65,574	1.51	\$ 152.50	24	\$ 3,660.00	N/A	\$ 3,660.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ 305.00	24	\$ 7,320.00	N/A	\$ 7,320.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
23	Public Utilities Easement	15,210	0.35	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
TOTAL BASE BID ITEMS 1-23								\$ 68,634.00
24	Baywood Retention Pond	16,000	0.37	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
26	Viking Drive Retention Pond	11,400	0.26	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.52	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
29	Miles Drive Retention Pond	56,750	1.30	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
30	5096 Orange Blvd. Retention Pond	18,260	0.42	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ 6,588.00

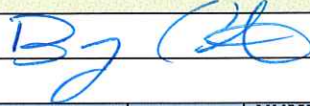
ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	bcritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ 1,220.00
2	Gymnasium Site	Sable Palm	17	1	\$ 432.00
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	\$ 381.00
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ 79.00
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ 122.00
6	City Center Sports Complex	Sable Palm	100	1	\$ 2,540.00
7	Public Works Facility Site	Cabbage Palms	23	1	\$ 584.00
8	Adult Activity Center Site	Sable Palm	8	1	\$ 203.00
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ 76.00
10	Fire Station #71 Site	Washingtonia	5	1	\$ 132.00
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ 280.00
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ 610.00
13	Police Department Site	Madjool Palms	1	2	\$ 61.00
14	Causeway Park	Sable Palm	351	2	\$ 17,840.00
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	\$ 1,042.00
16	Spruce Creek Recreational Facility	Sable Palm	67	1	\$ 1,703.00
17	Airport Road Park	Washingtonia	19	1	\$ 502.00
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ 1,042.00
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ 1,576.00
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ 2,592.00
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ 344.00
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ 183.00
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ 483.00
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ 427.00
29	Dunlawton Avenue Medians	Washingtonia	86	1	\$ 2,273.00
30	Dunlawton Avenue Medians	Madjool Palms	3	2	\$ 183.00
31	Nova Road Medians	Cabbage Palms	18	1	\$ 457.00
32	Nova Road Medians	Madjool Palms	24	2	\$ 1,464.00
33	Hockney Court	Cabbage Palms	12	1	\$ 305.00
34	Hockney Court	Madjool Palms	2	2	\$ 122.00
35	Town West Boulevard Medians	Washingtonia	131	1	\$ 3,462.00
36	Coraci Boulevard Medians	Washingtonia	45	1	\$ 1,189.00
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ 2,141.00
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ 229.00
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ 549.00
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ 584.00
41	Coral Way Medians	Cabbage Palms	12	1	\$ 305.00
42	Willow Run Blvd	Washingtonia	2	1	\$ 53.00
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BID					\$ 47,770.00

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



Bid Bond

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Yellowstone Landscape-Southeast, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3235 North State Street, Bunnell, FL 32110, Tel.: 386-437-6211, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Blvd., Rocky Hill, CT 06067, Tel.: 484-359-7280 (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 Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$-----5%-----), 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 May 18, 2017, for:

Project Name / Bid No.: Professional Landscaping Maintenance Service for the Retention Ponds, ITB #17-24

Project Address:

Legal Description: See Attached

Description of Work: Professional Landscape Maintenance Services for the Retention Ponds

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 12th day of May, A.D. 2017, 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: Yellowstone Landscape-Southeast, LLC

Signature: Peter Welch
Corporate Officer & Title: VICE PRESIDENT

ATTEST:

Signature: [Signature]
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

Signature: [Signature]
Corporate Secretary (Affix Corporate Seal)

SURETY: Aspen American Insurance Company

Attorney-in-Fact (Signature): [Signature]
Name & Title: Tyler DeBord, Attorney-In-Fact
Name of Local Resident Agent: Tyler DeBord/Brown & Brown of Florida, Inc.
City, State, Zip: Daytona Beach, FL 32114
Telephone: 386-239-5703
A.M. Best No.: 014149 NAIC No.: 43460

STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Tyler DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Aspen American Insurance Company (corporate surety) and that this person has been authorized by Aspen American Insurance Company (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: [Signature] Tyler DeBord

Sworn to / Affirmed and subscribed before me this 12th day of May, 2017, by Tyler DeBord, who is personally known to me or who produced as identification.



ASHLEY TYREE
Notary Public, State of Florida
My Comm. Expires June 23, 2019
Commission No. FF 243705

Signature: [Signature]
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: FF 243705
Commission Expires: June 23, 2019
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **James Mercier**, Senior Vice President, **Mathew Raino**, Vice President, **Scott Mandeville**, Vice President and **Ryan Field**, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 12 day of MAY, 2017

By: *[Signature]*

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



Certificate of Insurance



YLGH0-1

OP ID: LE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 King Pickett	386-252-9601	CONTACT NAME: TRACY MILLER	
		PHONE (A/C, No, Ext): 386-252-9601	FAX (A/C, No): 386-239-5729
		E-MAIL ADDRESS: TMILLER@BBDAYTONA.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Ins Co	24112
		INSURER B: Argonaut Insurance Company	19801
		INSURER C: LLoyd's of London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
YELLOWSTONE LANDSCAPE, INC
3235 N STATE STREET
PO BOX 849
BUNNELL, FL 32110

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR			CMM5060952	04/30/2017	04/30/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	☒ CONTRACTUAL LIAB			CMM5060952	04/30/2017	04/30/2018	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	☒ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY			CMM5060952	04/30/2017	04/30/2018	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
A	☒ UMBRELLA LIAB	☒ OCCUR					EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE		CMM5060952	04/30/2017	04/30/2018	AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$	NONE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC928258337574	04/30/2017	04/30/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ LEASED/RENTED			CMM5060952	04/30/2017	04/30/2018	EACH ITEM 250,000
C	☒ POLLUTION LIABN			W10B9B170801	04/30/2017	04/30/2018	EACH OCC 1,000,000

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

FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

YLGH001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
YELLOWSTONE LANDSCAPE, INC 3325 N STATE ST PO BOX 849 BUNNELL, FL 32110	AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME YELLOWSTONE LANDSCAPE, INC

YLGHO-1
OP ID: LE

PAGE 2
Date 05/04/2017

COMPLETE LISTING OF NAMED INSUREDS:

-YELLOWSTONE HOLDINGS, LLC
-YELLOWSTONE INTERMEDIATE HOLDINGS, INC
-YLG HOLDINGS, INC
-YELLOWSTONE LANDSCAPE, INC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN
OUTDOOR
-ALSW, LLC
-YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO
LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
-TEXAS SERVICES, LLC
-BLSW, LLC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba ACKMAN BROS. LANDSCAPING
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba PERIMETER LANDSCAPE MANAGEMENT
-AUSTIN OUTDOOR, LLC
-BIO LANDSCAPE & MAINTENANCE, INC. DBA YELLOWSTONE LANDSCAPE; YELLOWSTONE
LANDSCAPE GR INC
-YELLOWSTONE LANDSCAPE GROUP, INC.



BID/RFP/RFSQ/ITN Request Form

(# will be assigned by Purchasing Division)

Section 1: Bid/RFP/RFSQ Name, Amount, Scope, Type

Project name:	Professional Landscaping Maintenance Service – Retention Ponds
General scope of project:	The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidental necessary to provide and perform grounds maintenance services as described and requested in these specifications.
Type of project:	☒ Bid ☐ RFP ☐ RFSQ Design/Professional Services (engineering, architect, surveying, landscape) ☐ ITN ☐ Capital ☒ Non-Capital

Section 2: Bid/RFP/RFSQ Information

Requested by:	Michael Silvey, Assistant Director Public Works	
Department:	Public Works	
Special Legal Ad:	☒ Y or ☐ N *Per 180.24FS, see below <i>Section 11: Solicitation FAQ</i>	
Estimated amount:	Retention Pond/\$77,000.00. Palm Tree Pruning/\$24,810.00	
Bid Bond:	☒ Y or ☐ N	
Grant funded:	☐ Y or ☒ N (If yes, list date & requirements)	Deadline Date:
	Type / Special Requirements:	
Fund Account:	412-1800-	
Project#:	N/A	
City Project Manager:	Engineering Inspector, Public Works	
Contract Administrator:	Director of Public Works	
Project Inspector:	Engineering Inspector, Public Works	
Blueprint provided by:	N/A	
Engineer of Record:	N/A	

Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested Bid/RFP/RFSQ Dates

All dates are subject to scheduling and availability

Release date priority:	☒ High ☐ Medium ☐ Low	Suggested Date: 02/17/2017
Pre-Bid date:	3/3/2017	Site Visit: ☐ Y or ☒ N Mandatory: ☒ Y or ☐ N
Due date/opening:	3/10/2017	
Committee dates:	N/A	
Delivery/Completion:	N/A	
Award/DF to Council:	3/21/2017	Note: funding source must be listed on DF

Section 5: Responsible for Creating Details/Specifications/Scope of Work

☐ Project Manager ☐ Project Engineer/Architect ☒ Other Contract Administrator ☒ Assistance from Purchasing*

* Purchasing distributes and advertises all Bids/RFP's and reviews specification. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.

Section 6: Contract Type

**** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document ****

Contract Type: ☒ Standard services ☐ EJCDC (Engineers Joint Contract Document Committee) ☐ AIA (American Institute of Architects)
(Supplies/Services) (Site/Structures & Design Build) (Building construction)

Contract Term:	Two (2) Year (Initial Term)		
Renewal Options:	Two (2) one-year periods		
(Days) Substantial Completion		(Days) Final Completion	

P&P Bond: ☒ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

* If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

Section 7: Suggested Bidder's List (include email address)

Bidder:	Yellowstone Landscape Southeast, LLC. Stershic, Steve <sstershic@yellowstonelandscape.com>
Bidder:	
Bidder:	

Section 8: Director's Approval

☐ Approved ☐ Rejected Date: _____ X _____

Section 9: Finance Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 10: Legal Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 11: City Manager Review

☐ Approved ☐ Rejected Date: _____ X _____

Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**

Sections 1-6 are to be completed by the Project Manager/Director.

- **When to use this form**

When purchases exceed \$25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**

Departments should allow for at least 90 days from *receipt of bid specifications to opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads or postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star www.demandstar.com for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.
- **Specifications:** Document specifications should be sent to the Purchasing Coordinator in one (1) MS WORD file format.
- **One envelope Bid process:** One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.
- **CCNA:** The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.
- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:
If planning or study activity for professional services exceeds \$35K:
If basic construction costs estimated by the agency exceeds \$325K:
- **Grants:** Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.
- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.
- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.
- **Drug Free Tie Bid Form:** The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE
FOR THE RETENTION PONDS
ITB #17-24**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: April 20, 2017

Bid Due Date and Time: May 18, 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 Proposers

ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS

Notice is hereby given that the City of Port Orange is soliciting bids for **PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS**. Bids 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 May 18, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) **on May 4, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder 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 of Port Orange is soliciting sealed proposals for Professional Landscaping Maintenance Service for the retention ponds. The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.*

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 2-256, 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 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 Bid 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, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS" in the subject line. Last day for questions will be **May 11, 2017 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder 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 Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject all Bids, to waive all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **April 20, 2017**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-24 _____
BID TITLE:	PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS _____
DUE DATE/TIME:	May 18, 2017 _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	17
SECTION 5 – GENERAL TERMS AND CONDITIONS	21
SECTION 6 – SPECIAL CONDITIONS	48
SECTION 7 – REQUIRED FORMS.....	49
FORM 7.1 – BID SUBMITTAL CHECKLIST	49
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	50
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	51
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	52
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	53
FORM 7.6 – ANTI-COLLUSION FORM.....	54
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	55
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	56
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	58
FORM 7.10 – LISTING OF SUBCONTRACTORS.....	59
FORM 7.11 – VENDOR APPLICATION	60
W-9 Form	62
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	64
FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL	66
ATTACHMENT 1 – BID PROPOSAL.....	67
BID BOND	69
PERFORMANCE & PAYMENT BOND.....	71
.....	72
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	75

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of professional landscaping maintenance service for the retention ponds. The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:April 20, 2017
Mandatory Pre-Bid Conference May 4, 2017 at 10:00 A.M.
Deadline for Questions: May 11, 2017 by 5:00 P.M.
Final Addendum Posting: May 15, 2017 by 5:00 P.M.
Bids Due: May 18, 2017 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award to Be Determined

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

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids 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 Bids or parts of Bids, if it is in the best interest of the City.

MANDATORY PRE-BID CONFERENCE:

There will be a Mandatory Pre-Bid Conference for the project 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 Mandatory Pre-Bid 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-Bid Conference shall result in disqualification of submitted bids. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS" in the subject line. All questions concerning this ITB 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 or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as a cause for rejection of the ITB 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 ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid 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 (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.

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.

REJECTION OF BIDS:

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

BIDS 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 WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed proposals Professional Landscaping Maintenance Service for the retention ponds.

SCOPE OF WORK:

Professional Landscaping Maintenance Service **Retention Ponds**

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.

Class “D” Maintenance Level

A total of twenty-four (24) visit shall be provided annually. All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows: St. Augustine – 2.5 inches Argentine Bahia – 3 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment shall have the name of the Contractor, business telephone

number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause

not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

ALTERNATE BID # 2 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible for pruning all palm trees at the sites as listed in Bid Alternate No. 2 Spreadsheet.

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 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. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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)

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **FACILITIES**

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

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.*

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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. Upon notice of Intent to Award and prior to execution of a 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	Coverage A - Statutory Coverage B - \$100,000	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.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

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 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>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	

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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.

68. **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.

69. **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).

70. **PATENTS/COPYRIGHTS**

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

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **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.

84. **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.

85. **RECYCLED MATERIALS**

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

86. **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.)

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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: David Battaglia, Purchasing Agent, 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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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.

111. **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.

112. **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)

113. **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:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be two years (2) with two (2) one year renewal options from the notice to proceed.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement.
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement.
- _____ Form 7.4 – Drug Free/Tie Preference Statement.
- _____ Form 7.5 – Public Entity Crimes Statement.
- _____ Form 7.6 – Affidavit of Anti-Collusion.
- _____ Form 7.7 – Authorized Signatures/Negotiators.
- _____ Form 7.8– Statement of Vendor’s Qualifications.
- _____ Form 7.9 – Professional References for Previous Landscaping Experience.
- _____ Form 7.10 – Listing of Subcontractors.
- _____ Form 7.11 – Vendor Application.
- _____ W-9 Form.
- _____ Form 7.12 – Local Business Affidavit of Eligibility.
- _____ Form 7.13 – Certificate as to Corporate Principal.
- _____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- _____ Bid Bond
- _____ Copy of Insurance.
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID 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 7.3 – 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 7.4 – 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)

_____ and who:
(NAME OF ORGANIZATION)

[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 7.5 – SWORN STATEMENT UNDER SECTION 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS 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 Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – 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:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

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 _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – 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 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) ¹	
☐ 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.

This document must be completed and returned with your Submittal

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.

[Remainder of this page left intentionally blank]

FORM 7.12 – 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 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE RETENTION PONDS MAINTENANCE LEVELS Class "D" Maintenance ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green 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:

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ -	24	\$ -	\$ -	\$ -
2	Frederick Avenue Retention Pond	95,931	2.2	\$ -	24	\$ -	N/A	\$ -
3	Westridge Avenue Retention Pond	42,821	0.98	\$ -	24	\$ -	\$ -	\$ -
4	Farmbrook Road Retention Pond	47,000	1.08	\$ -	24	\$ -	\$ -	\$ -
5	Nova Road Retention Pond #1	60,040	1.38	\$ -	24	\$ -	\$ -	\$ -
6	Nova Road Retention Pond #2	90,125	2.07	\$ -	24	\$ -	\$ -	\$ -
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ -	24	\$ -	N/A	\$ -
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ -	24	\$ -	N/A	\$ -
9	Nova Road Retention Pond #5	65,075	1.49	\$ -	24	\$ -	N/A	\$ -
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ -	24	\$ -	N/A	\$ -
11	Devon Street Retention Pond	47,060	1.08	\$ -	24	\$ -	N/A	\$ -
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ -	24	\$ -	N/A	\$ -
13	Taylor Woods Retention Pond	125,550	2.88	\$ -	24	\$ -	N/A	\$ -
14	Nixon Lane	26,220	0.60	\$ -	24	\$ -	N/A	\$ -
15	Tompkins Drive Retention Pond	40,318	0.93	\$ -	24	\$ -	N/A	\$ -
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$ -	24	\$ -	N/A	\$ -
17	Canal View Boulevard Retention Pond	65,574	1.51	\$ -	24	\$ -	N/A	\$ -
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ -	24	\$ -	N/A	\$ -
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	\$ -	24	\$ -	N/A	\$ -
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ -	24	\$ -	N/A	\$ -
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ -	24	\$ -	N/A	\$ -
23	Public Utilities Easement	15,210	0.35	\$ -	24	\$ -	N/A	\$ -
TOTAL BASE BID ITEMS 1-23								\$ -
24	Baywood Retention Pond	16,000	0.367309	\$ -	24	\$ -	N/A	\$ -
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.427456	\$ -	24	\$ -	N/A	\$ -
26	Viking Drive Retention Pond	11,400	0.261708	\$ -	24	\$ -	N/A	\$ -
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.520202	\$ -	24	\$ -	N/A	\$ -
28	Ana Maria Retention Pond and Ditch	13,800	0.316804	\$ -	24	\$ -	N/A	\$ -
29	Miles Drive Retention Pond	56,750	1.302801	\$ -	24	\$ -	N/A	\$ -
30	5096 Orange Blvd. Retention Pond	18,260	0.419192	\$ -	24	\$ -	N/A	\$ -
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ -

This document must be completed and returned with your Submittal

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green 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:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ -
2	Gymnasium Site	Sable Palm	17	1	\$ -
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	\$ -
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ -
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ -
6	City Center Sports Complex	Sable Palm	100	1	\$ -
7	Public Works Facility Site	Cabbage Palms	23	1	\$ -
8	Adult Activity Center Site	Sable Palm	8	1	\$ -
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ -
10	Fire Station #71 Site	Washingtonia	5	1	\$ -
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ -
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ -
13	Police Department Site	Madjool Palms	1	2	\$ -
14	Causeway Park	Sable Palm	351	2	\$ -
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	\$ -
16	Spruce Creek Recreational Facility	Sable Palm	67	1	\$ -
17	Alport Road Park	Washingtonia	19	1	\$ -
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ -
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ -
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ -
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ -
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ -
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ -
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ -
29	Dunbar Avenue Medians	Washingtonia	86	1	\$ -
30	Dunbar Avenue Medians	Madjool Palms	3	2	\$ -
31	Nova Road Medians	Cabbage Palms	18	1	\$ -
32	Nova Road Medians	Madjool Palms	24	2	\$ -
33	Hockney Court	Cabbage Palms	12	1	\$ -
34	Hockney Court	Madjool Palms	2	2	\$ -
35	Town West Boulevard Medians	Washingtonia	131	1	\$ -
36	Coral Boulevard Medians	Washingtonia	45	1	\$ -
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ -
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ -
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ -
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ -
41	Coral Way Medians	Cabbage Palms	12	1	\$ -
42	Willow Run Blvd	Washingtonia	2	1	\$ -
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BID					\$ -

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: _____

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/sa(2015-02-10)]

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date: _____

[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/gls 2014-01-03]

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.

(Capital Projects)
[MTF/gls 2014-01-03]

Page 2 of 2
Public Construction Bond



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, 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 _____ ("Contractor"), a corporation whose principal address is _____. 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: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within _____ calendar days from issuance of a Notice to Proceed and final completion _____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," 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(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. 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 are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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 20 of this contract concerning disputes.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR 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

11. 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.

12. 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>	Coverage A - Statutory Coverage B - \$100,000	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.
	<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	
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 Bodily 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	

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. This Contract includes all 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]

FOR INFORMATIONAL PURPOSES

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 _____, 2017, 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

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, 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:

By: _____
Printed Name: _____ Robin L. Ferwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Ferwick, 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:



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B7b) Award of ITB #17-27 to Commercial Construction, Inc. for HVAC replacement at the Allen Green Center

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award to Commercial Construction Inc. and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On June 15, 2017 bids were open for HVAC replacement at the Allen Green Center. Three bids were received and the lowest most responsive bidder was Commercial Construction Inc. (CCI) with a bid of \$48,756.00. Staff is requesting approx. 9% unforeseen conditions allowance due to the nature of this project in the amount of \$4,344 bringing the total contract price/spending authority to \$53,100.

Project No.: QPC075 Funding Account No.: 001-4400-572-6400

ATTACHMENTS:

1.	Standard Contract for Services	Commercial Construction Inc Standard Contract for Services with City of Port Orange.pdf
2.	Bid Tab	ITB Tabulation Sheet - 17-27 (06.15.2017).pdf
3.	Bid 17-27	ITB17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER.PDF
4.	Addendum 1	ITB 17-27 DRAFT No.1 (05-09-17).pdf
5.	Addendum 2	ITB 17-27 Addendum No. 2 (06-13-17).PDF
6.	CCI response	ITB 17-27 Commercial Construction Inc. Response (06-15-17).pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 06/26/2017
Approved - 06/27/2017
Approved - 07/03/2017
Approved - 07/03/2017
Approved - 07/03/2017
Final Approval - 07/06/2017



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 **COMMERCIAL CONSTRUCTION, INC.**, a Florida corporation whose principal address is 7 Sunshine Blvd., Ormond Beach, Florida 32174. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with HVAC Replacement at the Allen Green Civic Center, located at 4705 Clyde Morris Blvd., which shall include installation of a 12 ½ ton HVAC unit, disposal of the existing unit, and all associated work, as further described in the scope of ITB 17-27, and the Contractor's bid, attached hereto as Exhibit "1." A complete copy of ITB 17-27, and the Contractor's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be completed within 60 calendar days from issuance of a Notice to Proceed; however, the term may be extended by the City's Contract Administrator for an additional 30 days for any unforeseen issues including inclement weather (the "Term").

Manner and Place: The work shall be performed in accordance with 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.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," Forty-Eight Thousand Seven Hundred Fifty-Six and 00/100 Dollars (\$48,756.00) for installation and removal, and Four Thousand Eight Hundred Seventy-Five and 60/100 Dollars (\$4,875.60) for unforeseen conditions, a total amount subject up to but not to exceed Fifty-Three Thousand Six Hundred Thirty-One and 60/100 Dollars (\$53,631.00) during the term of this Contract. 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 "2," 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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 21 of this contract concerning disputes.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR 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

11. 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.

12. 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.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	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 work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, 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>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 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

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.

☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$_____, unless otherwise required by law.		

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. E-Verify. Contractor 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 Contractor during the term of this Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 this Agreement.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. 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.

24. 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.

25. 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.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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.

27. 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.

28. 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, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Commercial Construction, Inc.
Attention: Gary L. Roberts, President
7 Sunshine Blvd.
Ormond Beach, Florida 32174
(386) 238-1570 – Telephone
(386) 238-1571 – Facsimile
groberts@ccidaytona.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.

29. 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.

30. 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:

COMMERCIAL CONSTRUCTION, INC.

Printed Name: _____

Printed Name: _____

By: _____

Gary L. Roberts, President

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 Gary L. Roberts, as President of Commercial Construction, 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:



"ATTACHMENT 1" ITB 17-27 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB# 17-27

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

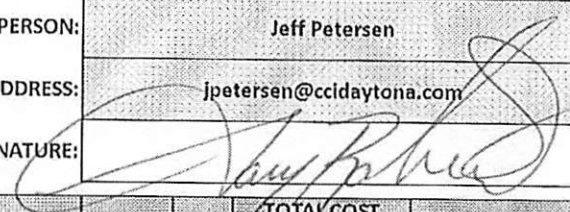
Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Commercial Construction, Inc.

CONTACT PERSON: Jeff Petersen

EMAIL ADDRESS: jpetersen@ccldaytona.com

AUTHORIZED SIGNATURE: 

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER PER SPECIFICATION.	1	EA	\$ 47,256.00	\$ 47,256.00
2	PERMIT ALLOWANCE.	1	EA	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID 1-2					\$ 48,756.00

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

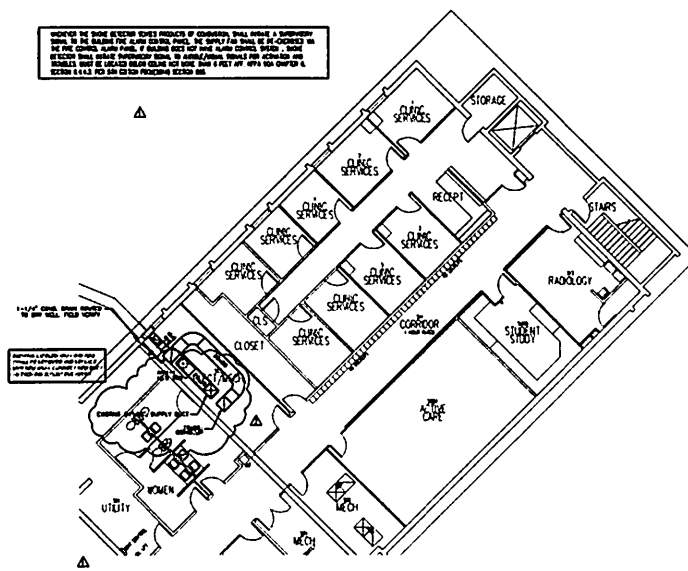
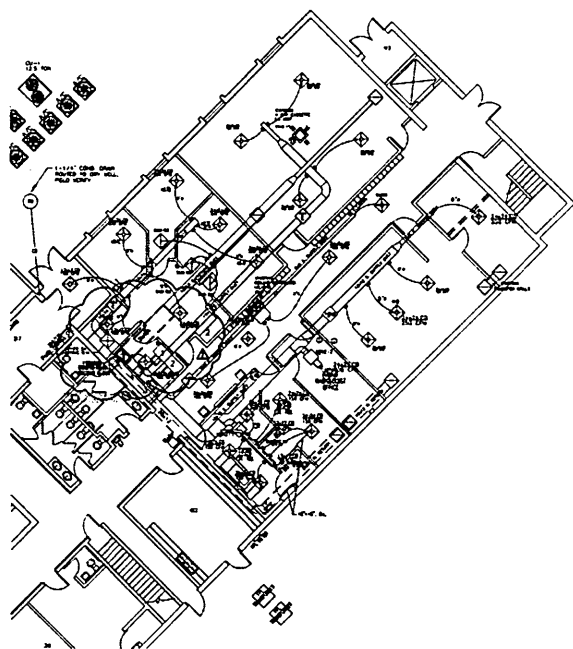
The project consists of replacing the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 1/2 ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications.

SCOPE:

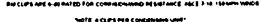
- A. Provide project management and superintendent.
- B. Provide dumpster for all construction debris.
- C. Final cleanup of all construction areas.
- D. Bidders are instructed to include \$1,500.00 in their bid for permit applications and permit fees.
- E. Demo and remove one section of sidewalk.
- F. Form in the sidewalk and place concrete after the new lines are installed and extent the current HVAC pad by an additional 5 feet (plus or minus).
- G. Demo chase wall at HVAC lines room 407- D and Demo acoustical ceilings in rooms 407-A & 407-B.
- H. Rebuild HVAC chase with framing, drywall and plaster.
- I. Install new 2'x 2' acoustical ceilings in room 407 A & B after HVAC work is complete.
- J. Repair existing ceiling around new chase as required.
- K. Replace existing cove base, to match existing.
- L. Prime and paint new chase wall to match existing.
- M. Demo of two (2) existing A/C units.
- N. Demo of the duct in the mechanical room.
- O. Demo of existing copper line sets.
- P. One (1) New 12 ½ Ton Carrier dual circuit split system.
- Q. One (1) New VFD for AHU.
- R. One (1) New motorized fresh air damper.
- S. New refrigerant copper line sets.
- T. One (1) New RA fire damper – 28 x 20.
- U. Cut concrete floor for new fire damper, and patch floor to match existing.
- V. New sheet metal duct in the mechanical room: supply & return.
- W. Test and balance of AHU unit.
- X. Rework the electrical to the new split system.

Note: The controls and smoke detectors will need to be removed from existing unit and installed on the new one.

Per Section 5 General Terms and Conditions: 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.

[illegible]

REQUIRED OUTDOOR VENTILATION AIR CALCULATION (PER FORM 604.03)			
Form 604.03			
SPACE AREA	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
1. OFFICE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
2. CONFERENCE ROOM	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
3. RECEPTION AREA	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
4. LOBBY	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
5. ELEVATOR SHAFT	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
6. STAIRWELL	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
7. MECHANICAL ROOM	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE
8. TOTAL	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE	100 CFM/HR, 100 PEOPLE



SCHEDULE, DETAILS AND NOTES

[illegible]

EXHIBIT “2”

(Consisting of 4 pages)

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: Commercial Construction, Inc.
Principal Business Address: 7 Sunshine Blvd.
Ormond Beach, Florida 32174
Contact Person: Gary L. Roberts, President
Phone Number: (386) 238-1570

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: \$53,631.00

City Case/ ITB 17-27 HVAC Replacement

Description of Work: ITB 17-27 HVAC Replacement at the Allen Green Civic Center

Project Location: 4705 Clyde Morris Blvd., Port Orange, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: 4705 Clyde Morris Blvd., Port Orange, Volusia County, Florida
See Exhibit "A" attached

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

Commercial Construction, Inc.
Bid 17-27 HVAC Replacement at the Allen Green Civic Center

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, **Commercial Construction, Inc.**, 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 **FIFTY-THREE THOUSAND SIX HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$53,631.00)**, 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 Standard Contract for Services, having an effective date of _____, 2017, entered into by and between the Principal and the City, for HVAC Replacement at the Allen Green Civic Center, 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 255.05(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 _____, 2017.

Attest:

COMMERCIAL CONSTRUCTION, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Gary L. Roberts, President

(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.

Allen Green Civic Center

4705 Clyde Morris Blvd., Port Orange, FL 32129

Full Parcel ID: 08-16-33-00-05-0030

Short Parcel ID: 6308-00-05-0030

Legal Description:

A portion of the parcel ID listed above.

EXHIBIT "A"



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS 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 BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-27
ITB TITLE: HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER
OPENING DATE/TIME: June 15, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Air Mechanical & Service Corp. of Cassleberry, Florida	Ellis Mechanical Corporation of Longwood, Florida	Commercial Construction Inc. of Ormond Beach, Florida	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	
9	Form 7.9 Professional References	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES	
12	Form 7.12 Local Business Affidavit of Eligibility	YES	YES	YES	
13	Attachment 1-Bid Proposal	YES	YES	YES	
14	Insurance	YES	YES	YES	
	1 Original, 1 Digital Copy	YES	YES	YES	
	Deemed Responsive?	YES	YES	YES	
TOTAL BID		\$ 109,500.00	\$ 126,500.00	\$ 48,756.00	\$ -

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB #17-27



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: MAY 18, 2017

Bid Due Date and Time: JUNE 15, 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 Proposers

ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

Notice is hereby given that the City of Port Orange is soliciting bids for the HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER. Bids 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 JUNE 15, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on JUNE 1, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for the replacement of the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 ½ ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications.*

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 2-256, 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 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 Bid 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 Agent, David Battaglia Dbattaglia@portorange.org and reference "Questions on ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER" in the subject line. Last day for questions will be **JUNE 8, 2017 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER.**

David Battaglia Purchasing Agent
Legal Ad - One Time – MAY 18, 2017

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-27
BID TITLE:	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER
DUE DATE/TIME:	JUNE 15, 2017 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SCOPE OF WORK	11
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	14
SECTION 5 – GENERAL TERMS AND CONDITIONS	18
SECTION 6 – SPECIAL CONDITIONS.....	45
SECTION 7 – REQUIRED FORMS.....	46
FORM 7.1 – BID SUBMITTAL CHECKLIST	46
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	47
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	48
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	49
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES50	
FORM 7.6 – ANTI-COLLUSION FORM.....	51
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	52
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	53
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	55
FORM 7.10 – LISTING OF SUBCONTRACTORS	56
FORM 7.11 – VENDOR APPLICATION	57
W-9 Form.....	59
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	61
ATTACHMENT 1 – BID PROPOSAL.....	63
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	64

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of replacing the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 1/2 ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:MAY 18, 2017

Non-Mandatory Pre-Bid Conference JUNE 1, 2017 at 10:00 A.M.

Deadline for Questions:JUNE 8, 2017 by 5:00 P.M.

Final Addendum Posting:JUNE 12, 2017 by 5:00 P.M.

Bids Due: **JUNE 15, 2017 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids 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 Bids or parts of Bids, if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project 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 are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. This will also be the ONLY opportunity to tour the site. City staff will not give individual tours after the Pre-Bid Conference. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on **ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER**" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
Dbattaglia@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB 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 ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid 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 (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.

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.

REJECTION OF BIDS:

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

BIDS 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 WORK

PROJECT DESCRIPTION:

The project consists of replacing the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 1/2 ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications.

SCOPE:

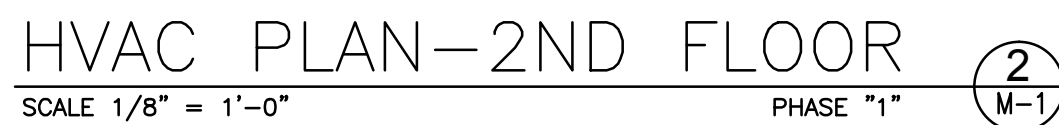
- A. Provide project management and superintendent.
- B. Provide dumpster for all construction debris.
- C. Final cleanup of all construction areas.
- D. Bidders are instructed to include \$1,500.00 in their bid for permit applications and permit fees.
- E. Demo and remove one section of sidewalk.
- F. Form in the sidewalk and place concrete after the new lines are installed and extent the current HVAC pad by an additional 5 feet (plus or minus).
- G. Demo chase wall at HVAC lines room 407- D and Demo acoustical ceilings in rooms 407-A & 407-B.
- H. Rebuild HVAC chase with framing, drywall and plaster.
- I. Install new 2'x 2' acoustical ceilings in room 407 A & B after HVAC work is complete.
- J. Repair existing ceiling around new chase as required.
- K. Replace existing cove base, to match existing.
- L. Prime and paint new chase wall to match existing.
- M. Demo of two (2) existing A/C units.
- N. Demo of the duct in the mechanical room.
- O. Demo of existing copper line sets.
- P. One (1) New 12 ½ Ton Carrier dual circuit split system.
- Q. One (1) New VFD for AHU.
- R. One (1) New motorized fresh air damper.
- S. New refrigerant copper line sets.
- T. One (1) New RA fire damper – 28 x 20.
- U. Cut concrete floor for new fire damper, and patch floor to match existing.
- V. New sheet metal duct in the mechanical room: supply & return.
- W. Test and balance of AHU unit.
- X. Rework the electrical to the new split system.

Note: The controls and smoke detectors will need to be removed from existing unit and installed on the new one.

Per Section 5 General Terms and Conditions: 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.



- CONTRACTOR SHALL PROVIDE TEST AND BALANCE AIR DISTRIBUTION CFM, BY A THIRD PARTY SELECTED BY OWNER, PAID BY CONTRACTOR. ALL HVAC SYSTEMS SHALL BE BALANCED TO THE AIR QUANTITIES SHOWN AGAINST THE ACTUAL STATIC PRESSURE REQUIREMENTS OF THE INSTALLED SYSTEMS. CONTRACTOR SHALL PROVIDE POSITIVE MEANS FOR BALANCING EACH INDIVIDUAL AIR OUTLET AND INLET.
- ALL SUPPLY AND RETURN DUCT SHALL BE GALVANIZED SHEET METAL. SEE PAGE M2 FOR MATERIAL AND SPECIFICATIONS.

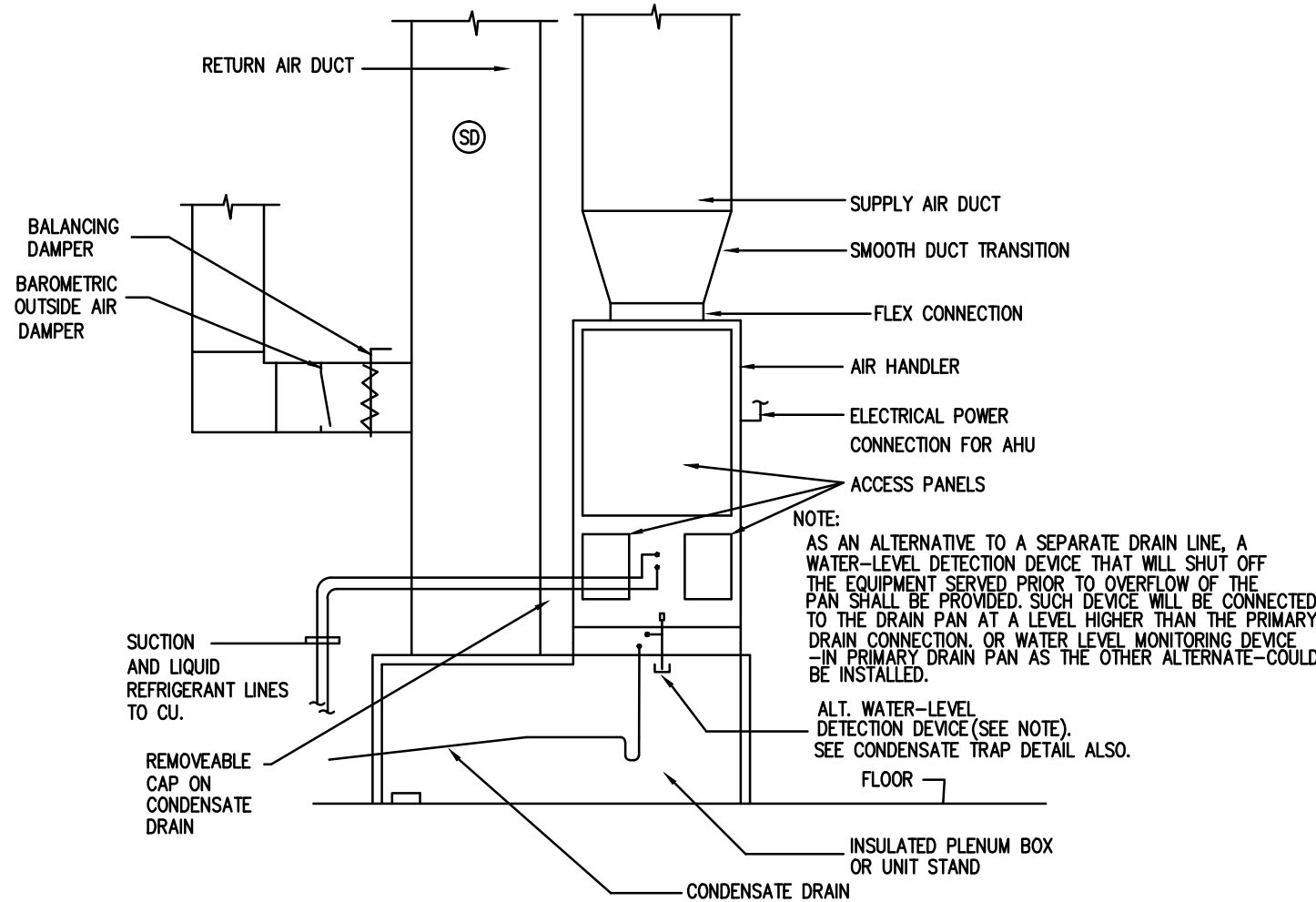


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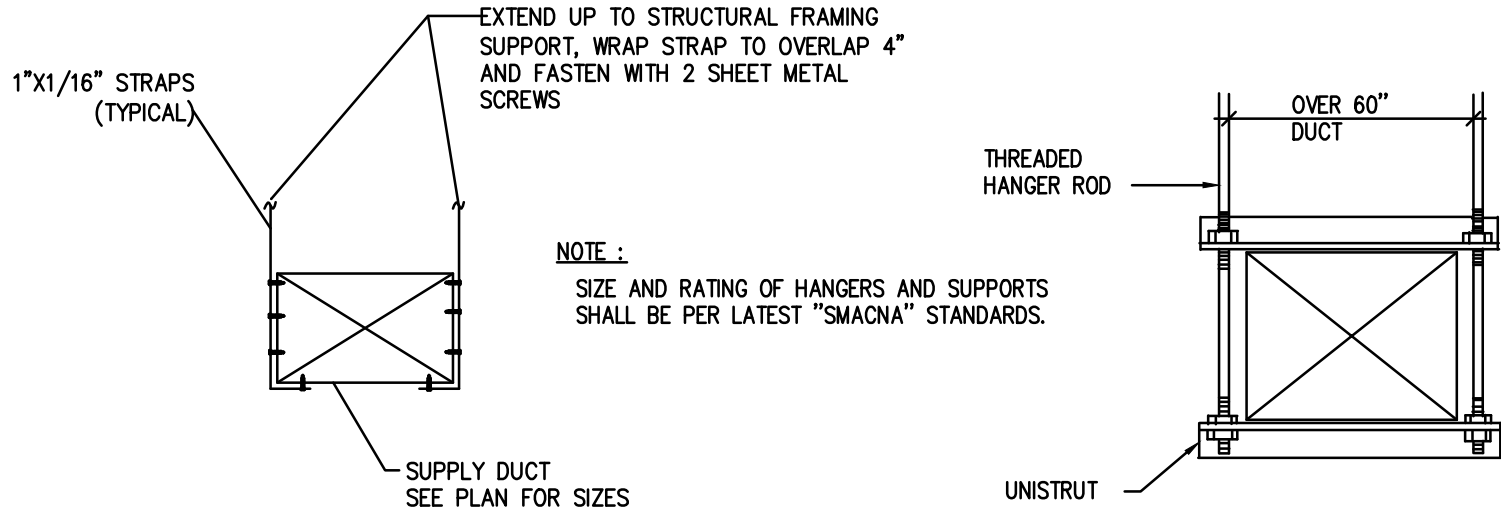
AIR HANDLING + CONDENSING UNIT SCHEDULE			
MARK	AHU-1		
SYSTEM TYPE	DX-SPLIT		
MANUFACTURER	CARRIER		
MODEL NO.- COND UNIT	38AUDA14		
MODEL NO.- AIR HANDLER	40RAUA14		
AIR HANDLER DATA	CABINET TYPE (VERT/HORIZ)	VERTICAL	
	CFM TOTAL	5000	
	CFM O.A.	650	
	E.S.P. (" W.G.)	0.6	
	FAN MOTOR HP	2.90	
COOLING DATA	TOTAL CAPACITY MBH(TON)	159(12.5)	
	SENSIBLE CAPACITY (MBH)	127	
	ENT. AIR TEMP.(F)(DB/WB)	84.4/68.8	
	LEAV. AIR TEMP.(F)(DB/WB)	60.7/59.1	
HEATING DATA	KW (AUXILIARY HEAT)/MCA FOR SINGLE POINT CONNECTION	20/62.9	
	HEATER STAGES	2	
	HEATER MOCP	70	
CONDENSING UNIT DATA	NO. COMPRESSORS/CYLINDERS	2	
	COMP. MCA	53.4	
	COMP. R.L.A.	22.4	
	COMP. L.R.A.	149	
	NO. COND. FANS	2	
	FAN FLA	-	
ELEC DATA	MAX. FUSE OR BRK AMPS	60	
ELEC DATA	AIR HANDLER - V/PH/60	208/3/60	
	COND. UNIT - V/PH/60	208/3/60	

- NOTES:
- MANUFACTURERS NAMES AND MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR ON THE SCHEDULES ARE FOR THE PURPOSE OF ESTABLISHING A QUALITY OF MANUFACTURE OR A SPECIFIC DESIGN CONFIGURATION. EQUAL PRODUCTS, AS APPROVED BY THE ARCHITECT/ENGINEER, WILL BE ACCEPTABLE FROM OTHER MANUFACTURERS.
 - PROVIDE 1" THICK 30% THROWAWAY FILTER. FARR 30/30 OR EQUAL.
 - PROVIDE SMOKE DETECTOR AT RETURN DUCT IN ACCORDANCE TO SECTION 606 OF FBCM 5TH EDITION 2014. WHENEVER THE SMOKE DETECTOR SENSES PRODUCTS OF COMBUSTION, SHALL INITIATE A SUPERVISORY SIGNAL TO THE BUILDING FIRE ALARM CONTROL PANEL. THE SUPPLY FAN SHALL BE DE-ENERGISED VIA THE FIRE CONTROL ALARM PANEL. IF BUILDING DOES NOT HAVE ALARM CONTROL SYSTEM , SMOKE DETECTOR SHALL INITIATE SUPERVISORY SIGNAL TO AUDIBLE/VISUAL SIGNALS FOR ACTIVATION AND TROUBLES. MUST BE LOCATED BELOW CEILING NOT MORE THAN 6 FEET AFF. COMPLY WITH NFPA 90A CHAPTER 6, SECTION 6.4.4.3. AND FBC-M 5TH EDITION 2014 SECTION 606.4.
 - PROVIDE 24 V CONTROL SYSTEM PROGRAMMABLE 24, 7-DAY TIME CLOCK GETTING FEED BACK FROM T'STAT OR COMBINATION OF THERMOSTAT/HUMIDISTAT. CONTROL SYSTEM SHALL HAVE A 5 'F DEADBAND, SET POINT OVERLAP RESTRICTION, CAPABILITY OF SETBACK TO 55 'F(HEAT) AND 85 'F(COOL). 7 DAY CLOCK, 2 HOUR OCCUPANT OVERRIDE; 10 HOUR BACK UP. HUMIDITY CONTROL: OCCUPIED AND UNOCCUPIED, IF THE SPACE HUMIDITY RISES ABOVE 55 RH COMPRESSOR SHALL RUN FOR 30 MINUTES MORE ALONG WITH REHEAT GAS, ALLOWING DEHUMIDIFICATION BY EXTENDING THE RUN TIME WITHOUT OVERCOOLING, AFTER THAT 30 MINUTE DELAY IF ADDITIONAL COOLING IS STILL REQUIRED REHEAT GAS SHALL BE DE-ENERGIZED SO THAT THE COOLING DEMAND WILL BE SATISFIED.
 - OUTSIDE AIR FOR VENTILATION ARE CALCULATED USING FLORIDA BUILDING CODE CHAPTER 4 FBC-M 5TH EDITION 2014.
 - INSTALL AIR HANDLING AND CONDENSING UNITS PER MFG.' RECOMMENDATIONS.
 - REFRIGERATION LINE SIZE AND INSTALLATIONS IN ACCORDANCE WITH MFG.' RECOMMENDATIONS.
 - PROVIDE MANUAL AND BAROMETRIC DAMPER FOR OUTSIDE AIR INSTALLED ON RETURN DUCT.
 - PROVIDE 5 MINUTE TIME DELAY TO PREVENT SHORT CYCLING OF COMPRESSOR.
 - PROVIDE PHASE LOST PROTECTION FOR THREE PHASE UNITS.
 - PROVIDE VFD FOR AIR HANDLER UNIT TO BE ABLE TO WORK WITH VAV'S INDICATE IN SCHEDULE AND EXISTING CONTROL SYSTEM.

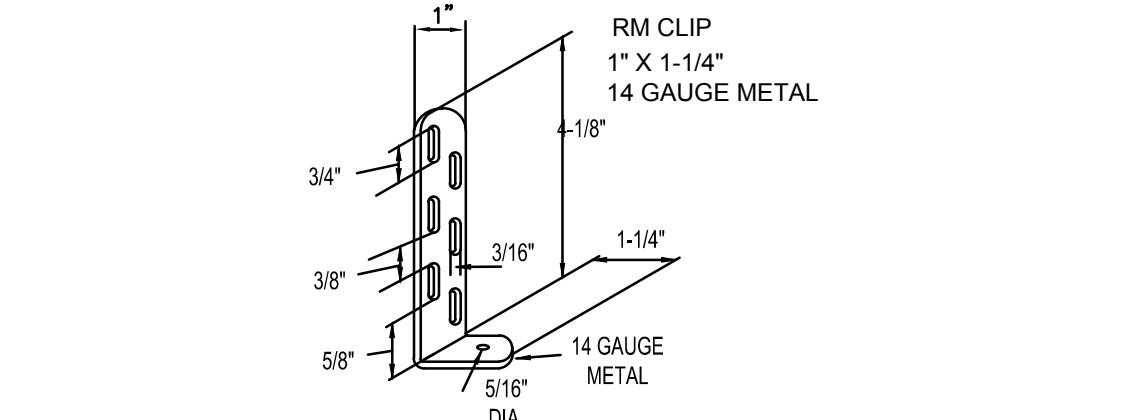
REQUIRED OUTDOOR VENTILATION AIR CALCULATION (PER FBCM403.3)			
AHU-1			
OFFICE AREA	144 SQ.FT, 0.06 PER SQ.FT.	144 SFx 0.06 CFM/SF= 8.6 CFM	
	1 PERSON , 5 CFM/PERSON	1 PERSONS X 5 CFM/PERSON= 5 CFM	
EDUCATIONAL AREA USING 250 OF PEOPLE PER FBC SECTION 423.15.5	3000 SQ.FT, 0.12 PER SQ.FT.	3000 SFx 0.12 CFM/SF= 360 CFM	
	38x 250= 19 PERSON, 10 CFM/P	19 PERSONS X 10 CFM/PERSON= 190 CFM	
CORRIDOR	740 SQ.FT, 0.06 CFM/SQ.FT.	740 SFx 0.06 CFM/SF= 44.4 CFM	
TOTAL CFM		= 608 CFM REQUIRED, PROVIDED 650 CFM	



VERTICAL AIR HANDLING UNIT DETAIL
N.T.S.

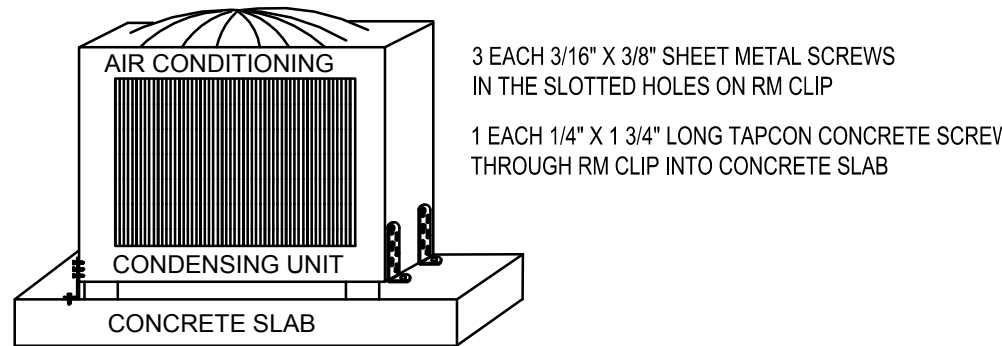


RIGID DUCT HANGER AND SUPPORT DETAIL
N.T.S.



RM CLIPS ARE G-90 RATED FOR CORRSION/WIND RESISTANCE, ASCE 7-10, 150 MPH WINDS

NOTE: 4 CLIPS PER CONDENSING UNIT



CONDENSING UNIT MOUNTING DETAIL
N.T.S.

SCHEDULE, DETAILS AND NOTES

N.T.S.

MECHANICAL GENERAL NOTES

- THE SIZE AND LOCATION OF EQUIPMENT INSTALLED UNDER DIVISION 15 - MECHANICAL SHALL BE COORDINATED WITH OTHER TRADES.
 - DISCONNECT SWITCHES REQUIRED FOR THE MECHANICAL EQUIPMENT SHALL BE PROVIDED BY DIVISION 16 ELECTRICAL.
 - ALL EQUIPMENT, DUCTWORK, ETC. SHALL BE SUPPORTED FROM STRUCTURAL MEMBERS AS REQUIRED BY SMACNA STANDARDS TO PROVIDE A VIBRATION-FREE RIGID INSTALLATION.
 - MANUFACTURERS NAMES AND MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR ON THE SCHEDULES ARE FOR THE PURPOSE OF ESTABLISHING A QUALITY OF MANUFACTURE OR A SPECIFIC DESIGN CONFIGURATION. EQUAL PRODUCTS, AS APPROVED BY THE ARCHITECT/ENGINEER, WILL BE ACCEPTABLE FROM OTHER MANUFACTURERS.
 - REVIEW DRAWINGS AND PROVIDE ALL WORK FOR A COMPLETE AND OPERABLE SYSTEM, INCLUDING ALL INCIDENTALS REQUIRED BY CODE AGENCIES AND LOCAL GOVERNING BODIES. ANY DISCREPANCIES NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BIDS WILL BE CONSIDERED CORRECTED BY THE CONTRACTOR IN HIS BID TO THE SATISFACTION OF THE ARCHITECT AND AS THE ARCHITECT DIRECTS.
 - ALL MECHANICAL WORK AND EQUIPMENT INSTALLED OUTSIDE OR INSIDE SHALL COMPLY WITH WIND RESISTANCE REQUIREMENTS AND WIND LOADS OF 5TH EDITION OF FBCM 2014.
 - CONTRACTOR SHALL PROVIDE TEST AND BALANCE AIR DISTRIBUTION CFM, BY A THIRD PARTY SELECTED BY OWNER, PAID BY CONTRACTOR. ALL HVAC SYSTEMS SHALL BE BALANCED TO THE AIR QUANTITIES SHOWN AGAINST THE ACTUAL STATIC PRESSURE REQUIREMENTS OF THE INSTALLED SYSTEMS. CONTRACTOR SHALL PROVIDE POSITIVE MEANS FOR BALANCING EACH INDIVIDUAL AIR OUTLET AND INLET.
 - DO NOT SCALE THESE DRAWINGS.
 - WHERE DIFFERENCES OCCUR BETWEEN WORKING CLEARANCE AND ACTUAL PROPOSED LOCATION NOTIFY ARCHITECT IMMEDIATELY BEFORE ANY WORK.
 - THE CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF PROPOSAL WILL INDICATE THAT SUCH EXAMINATION BY THE CONTRACTOR HAS BEEN MADE. LATER CLAIMS FOR LABOR EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
 - FIELD VERIFY ALL MECHANICAL SYSTEM ELECTRICAL'S REQUIREMENTS WITH ELECTRICAL PANELS AND DRAWINGS TO ENSURE CORRECT REQUIREMENTS. NOTIFY ARCHITECT/ENGINEER IF ANY DISREFFENCIES.
 - EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE DRAWINGS AND WITHIN THESE SPECIFICATIONS SHALL BE CONSIDERED AS "STANDARD OF QUALITY". NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER. ALL EQUIPMENT SHALL BE NEW UNLESS OTHERWISE NOTED, FREE OF DEFECTS, AS SHOWN ON THE DRAWINGS OR INDICATED IN SPECIFICATIONS.

DEVIATIONS FROM SPECIFIED EQUIPMENT AFFECTING ELECTRICAL REQUIREMENTS SHALL BE COORDINATED BETWEEN VENDOR, MECHANICAL CONTRACTOR, AND ELECTRICAL CONTRACTOR PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO WILL NOT BE CAUSE FOR CHANGE OF BID AT A LATER TIME. IN ADDITION, THE MECHANICAL CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL CHANGES TO ENGINEERING PLANS REQUIRED BY AUTHORITY HAVING JURISDICTION.
- APPLICABLE CODES/STANDARDS:
- FLORIDA BUILDING CODE (5th EDITION)
 - FLORIDA BUILDING CODE-MECHANICAL (5th EDITION)
 - FLORIDA BUILDING CODE-PLUMBING CODE (5th EDITION)
 - FLORIDA BUILDING CODE-ENERGY CONSERVATION (5th EDITION)
 - NFPA LATEST EDITION
 - SMACNA DUCT CONSTRUCTION STANDARDS (2005)
 - ASHRAE STANDARD 62.1 (2010)
 - NATIONAL ELECTRIC CODE (2011)
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL FEES.

REVISIONS

12-08-15	BLDG. DEPT. COMMENTS
02-22-16	FIELD CHANGES

M. T. FARAJI, PA

1325 S BUNBY AVE
ORLANDO, FLORIDA 32806
407-896-7411
407-896-7412 - FAX
EPGroup@att.net
CA # 8126
FARSHAD ANTIKCHI, PE # 72998

PROJECT NUMBER:

MTF15088

PALMER COLLEGE OF CHIROPRACTIC INTERIOR

OWNER: CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129 ALLEN GREEN CENTER - RM. 408 - NEW WAY LAB
TENANT: PALMER COLLEGE OF CHIROPRACTIC, 4777 CITY CENTER CIRCLE, PORT ORANGE, FL 32129
PROJECT LOCATION: 4705 S. CLYDE MORRIS BLVD., PORT ORANGE, FL 32129
GENERAL CONTRACTOR: COMMERCIAL CONSTRUCTION, INC., 6947 ROBERTS, COUNCIL BLUFFS, IA 52834 TEL: 386/238-1570 FAX: 386/238-1571

B P F

DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES

AA 28001108

BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER

DALLAS B. PEACOCK, AIA, ARCHITECT

AR 0009706

207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114

PH: (386) 257-0502 FX: (386) 257-1050

E-MAIL: bpfdesign@att.net WEBSITE: bpfdesign.net

SCHEDULE, NOTES AND DETAILS

DATE: 10/09/2015

SHT NO. M2

PHASE 1-95% SUBMITTAL

ARCHITECT'S / ENGINEER'S SEAL

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".)

[Remainder of this page left intentionally blank]

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 tenders 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. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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)

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **FACILITIES**

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

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.*

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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. Upon notice of Intent to Award and prior to execution of a 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	

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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.

68. **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.

69. **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).

70. **PATENTS/COPYRIGHTS**

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

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **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.

84. **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.

85. **RECYCLED MATERIALS**

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

86. **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.)

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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: David Battaglia, Purchasing Agent, 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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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.

111. **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.

112. **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)

113. **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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

AWARD: Award will be made to the lowest, responsive, responsible bidder.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of a purchase order issuance. Substantial Completion will be 60 days and Final Completion will be 30 days more.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.11 – Vendor Application
- _____ W-9 Form
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Copy of Insurance
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID 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 7.3 – 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)

(NAME OF ORGANIZATION) 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 7.4 – 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)

_____, 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 7.5 – SWORN STATEMENT UNDER SECTION 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS 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 Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – 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:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

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 _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@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 action 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) _____ ☐ Other (see instructions)* _____	
	☐ 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.

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 7.12 – 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 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.



"ATTACHMENT 1" ITB 17-27 SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB# 17-27

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar 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:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER PER SPECIFICATIONS.	1	EA	\$ -	\$ -
2	PERMIT ALLOWANCE.	1	EA	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID 1-2					\$ 1,500.00

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 _____, 2016, 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 _____ ("Contractor"), a corporation whose principal address is _____. 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: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within _____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "___," 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(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. 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 are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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 20 of this contract concerning disputes.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR 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

11. 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.

12. 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>	Coverage A - Statutory Coverage B - \$100,000	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.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
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 Bodily 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	

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

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. This Contract includes all 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) 506-5504

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]

FOR INFORMATIONAL PURPOSES

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 _____, 2017, 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

By: _____
Printed Name: _____ Donald O. Burnette, Mayor

Date: _____
Printed Name: _____

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:

By: _____
Printed Name: _____ Robin L. Ferwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Ferwick, 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:



End of Solicitation Documents

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB #17-27



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: MAY 18, 2017

Bid Due Date and Time: JUNE 15, 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 Proposers

ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

Notice is hereby given that the City of Port Orange is soliciting bids for the HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER. Bids 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 JUNE 15, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on JUNE 1, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for the replacement of the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 ½ ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications.*

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 2-256, 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 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 Bid 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 Agent, David Battaglia Dbattaglia@portorange.org and reference "Questions on ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER" in the subject line. Last day for questions will be **JUNE 8, 2017 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER.**

David Battaglia Purchasing Agent
Legal Ad - One Time – MAY 18, 2017

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-27
BID TITLE:	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER
DUE DATE/TIME:	JUNE 15, 2017 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SCOPE OF WORK	11
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	14
SECTION 5 – GENERAL TERMS AND CONDITIONS	18
SECTION 6 – SPECIAL CONDITIONS.....	45
SECTION 7 – REQUIRED FORMS.....	46
FORM 7.1 – BID SUBMITTAL CHECKLIST	46
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	47
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	48
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	49
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES50	
FORM 7.6 – ANTI-COLLUSION FORM.....	51
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	52
FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS	53
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	55
FORM 7.10 – LISTING OF SUBCONTRACTORS	56
FORM 7.11 – VENDOR APPLICATION	57
W-9 Form.....	59
FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	61
ATTACHMENT 1 – BID PROPOSAL.....	63
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	64

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of replacing the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 1/2 ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:MAY 18, 2017

Non-Mandatory Pre-Bid Conference JUNE 1, 2017 at 10:00 A.M.

Deadline for Questions:June 8, 2017 by 5:00 P.M.

Final Addendum Posting:June 12, 2017 by 5:00 P.M.

Bids Due: **JUNE 15, 2017 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids 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 Bids or parts of Bids, if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project 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 are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. This will also be the ONLY opportunity to tour the site. City staff will not give individual tours after the Pre-Bid Conference. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on **ITB #17-27 HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER**" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
Dbattaglia@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB 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 ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid 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 (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.

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.

REJECTION OF BIDS:

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

BIDS 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 WORK

PROJECT DESCRIPTION:

The project consists of replacing the old HVAC unit located at the Allen Green Civic Center, 4705 Clyde Morris Blvd; Port Orange, Florida 32129. with a 12 1/2 ton HVAC unit. This will include the removal and disposal of the old unit and all associated work outlined in the specifications.

SCOPE:

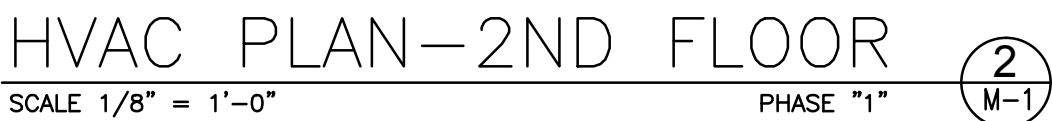
- A. Provide project management and superintendent.
- B. Provide dumpster for all construction debris.
- C. Final cleanup of all construction areas.
- D. A \$1,500.00 permit allowance is included in this proposal.
- E. Demo and remove one section of sidewalk.
- F. Form in the sidewalk and place concrete after the new lines are installed and extent the current HVAC pad an additional 5 feet (plus or minus).
- G. Demo chase wall at HVAC lines room 407- D and Demo acoustical ceilings in rooms 407-A & 407-B.
- H. Rebuild HVAC chase with framing, drywall and plaster.
- I. Install new 2'x 2' acoustical ceilings in room 407 A & B after HVAC work is complete.
- J. Repair existing ceiling around new chase as required.
- K. Replace existing cove base.
- L. Prime and paint new chase wall.
- M. Demo of (2) existing A/C units.
- N. Demo of the duct in the mechanical room.
- O. Demo of existing copper line sets.
- P. One (1) New 12 ½ Ton Carrier dual circuit split system.
- Q. One (1) New VFD for AHU.
- R. One (1) New motorized fresh air damper.
- S. New refrigerant copper line sets.
- T. One (1) New RA fire damper – 28 x 20.
- U. Cut concrete floor for new fire damper.
- V. New sheet metal duct in the mechanical room: supply & return.
- W. Test and balance of AHU; 1 new system.
- X. Rework the electrical to the new split system.

Note: The controls and smoke detectors will need to be removed from existing unit and installed on the new one.

Per Section 5 General Terms and Conditions: 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.



- CONTRACTOR SHALL PROVIDE TEST AND BALANCE AIR DISTRIBUTION CFM, BY A THIRD PARTY SELECTED BY OWNER, PAID BY CONTRACTOR.
- ALL HVAC SYSTEMS SHALL BE BALANCED TO THE AIR QUANTITIES SHOWN AGAINST THE ACTUAL STATIC PRESSURE REQUIREMENTS OF THE INSTALLED SYSTEMS. CONTRACTOR SHALL PROVIDE POSITIVE MEANS FOR BALANCING EACH INDIVIDUAL AIR OUTLET AND INLET.
- ALL SUPPLY AND RETURN DUCT SHALL BE GALVANIZED SHEET METAL. SEE PAGE M2 FOR MATERIAL AND SPECIFICATIONS.



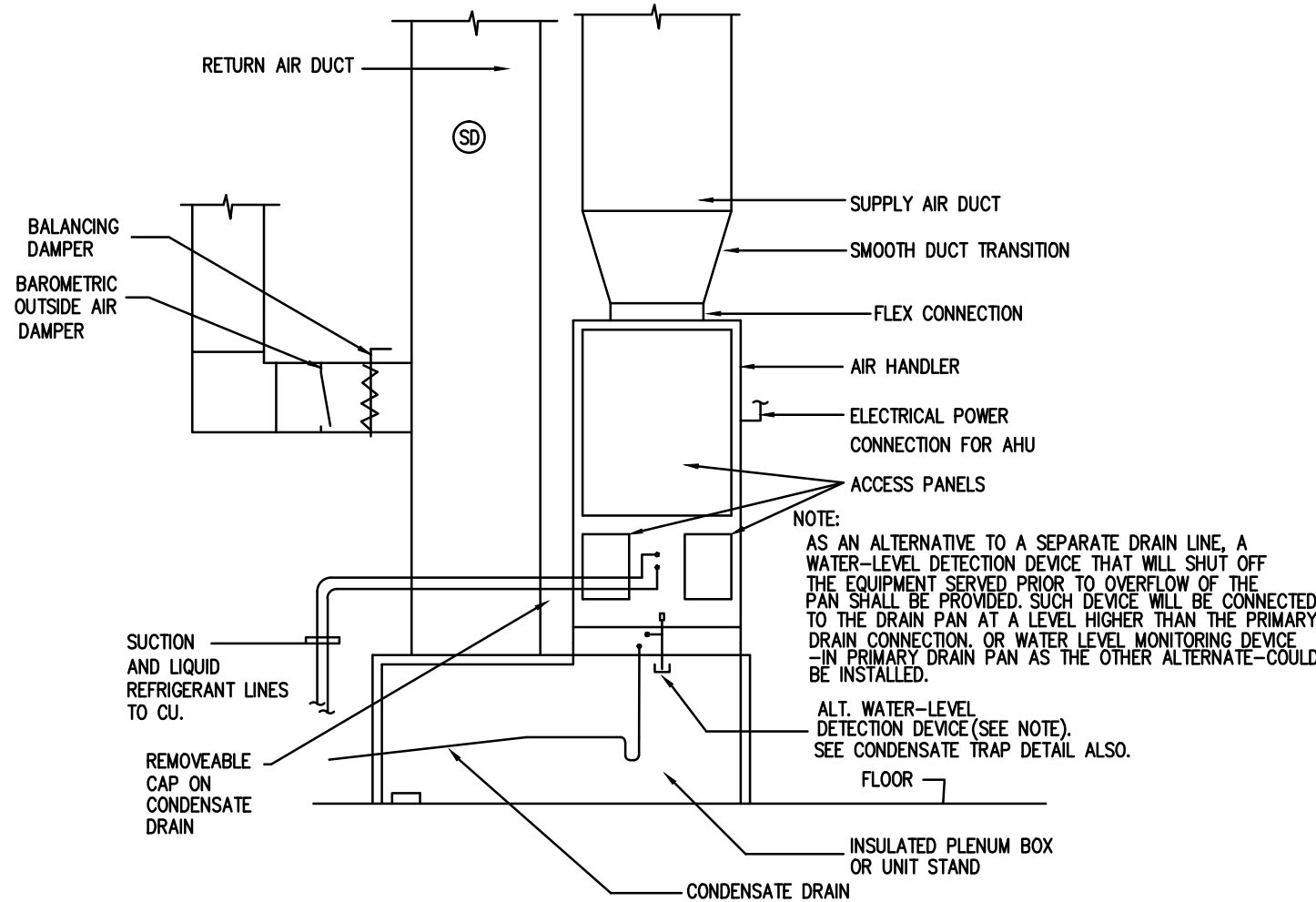
PHASE 1-95% SUBMITTAL

ARCHITECT'S / ENGINEER'S SEAL

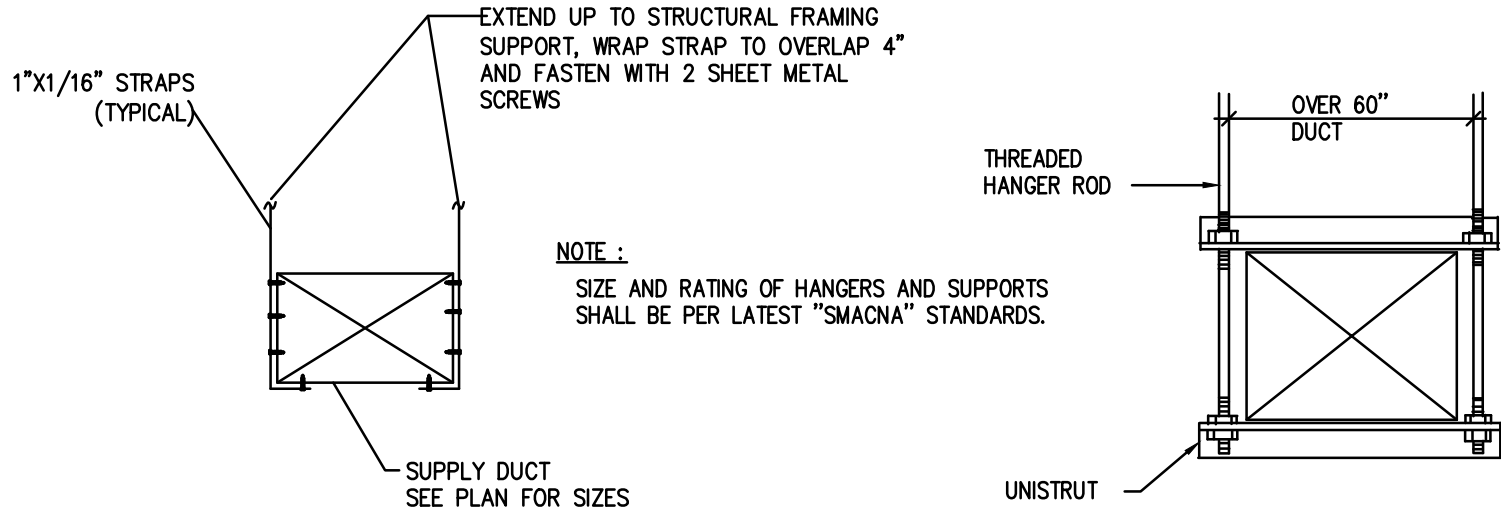
AIR HANDLING + CONDENSING UNIT SCHEDULE			
MARK	AHU-1		
SYSTEM TYPE	DX-SPLIT		
MANUFACTURER	CARRIER		
MODEL NO.- COND UNIT	38AUDA14		
MODEL NO.- AIR HANDLER	40RAUA14		
AIR HANDLER DATA	CABINET TYPE (VERT/HORIZ)	VERTICAL	
	CFM TOTAL	5000	
	CFM O.A.	650	
	E.S.P. (" W.G.)	0.6	
	FAN MOTOR HP	2.90	
COOLING DATA	TOTAL CAPACITY MBH(TON)	159(12.5)	
	SENSIBLE CAPACITY (MBH)	127	
	ENT. AIR TEMP.(F)(DB/WB)	84.4/68.8	
	LEAV. AIR TEMP.(F)(DB/WB)	60.7/59.1	
HEATING DATA	KW (AUXILIARY HEAT)/MCA FOR SINGLE POINT CONNECTION	20/62.9	
	HEATER STAGES	2	
	HEATER MOCP	70	
CONDENSING UNIT DATA	NO. COMPRESSORS/CYLINDERS	2	
	COMP. MCA	53.4	
	COMP. R.L.A.	22.4	
	COMP. L.R.A.	149	
	NO. COND. FANS	2	
	FAN FLA	-	
ELEC DATA	MAX. FUSE OR BRK AMPS	60	
ELEC DATA	AIR HANDLER - V/PH/60	208/3/60	
	COND. UNIT - V/PH/60	208/3/60	

- NOTES:
- MANUFACTURERS NAMES AND MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR ON THE SCHEDULES ARE FOR THE PURPOSE OF ESTABLISHING A QUALITY OF MANUFACTURE OR A SPECIFIC DESIGN CONFIGURATION. EQUAL PRODUCTS, AS APPROVED BY THE ARCHITECT/ENGINEER, WILL BE ACCEPTABLE FROM OTHER MANUFACTURERS.
 - PROVIDE 1" THICK 30% THROWAWAY FILTER. FARR 30/30 OR EQUAL.
 - PROVIDE SMOKE DETECTOR AT RETURN DUCT IN ACCORDANCE TO SECTION 606 OF FBCM 5TH EDITION 2014. WHENEVER THE SMOKE DETECTOR SENSES PRODUCTS OF COMBUSTION, SHALL INITIATE A SUPERVISORY SIGNAL TO THE BUILDING FIRE ALARM CONTROL PANEL. THE SUPPLY FAN SHALL BE DE-ENERGISED VIA THE FIRE CONTROL ALARM PANEL. IF BUILDING DOES NOT HAVE ALARM CONTROL SYSTEM , SMOKE DETECTOR SHALL INITIATE SUPERVISORY SIGNAL TO AUDIBLE/VISUAL SIGNALS FOR ACTIVATION AND TROUBLES. MUST BE LOCATED BELOW CEILING NOT MORE THAN 6 FEET AFF. COMPLY WITH NFPA 90A CHAPTER 6, SECTION 6.4.4.3. AND FBC-M 5TH EDITION 2014 SECTION 606.4.
 - PROVIDE 24 V CONTROL SYSTEM PROGRAMMABLE 24, 7-DAY TIME CLOCK GETTING FEED BACK FROM T'STAT OR COMBINATION OF THERMOSTAT/HUMIDISTAT. CONTROL SYSTEM SHALL HAVE A 5 'F DEADBAND, SET POINT OVERLAP RESTRICTION, CAPABILITY OF SETBACK TO 55 'F(HEAT) AND 85 'F(COOL). 7 DAY CLOCK, 2 HOUR OCCUPANT OVERRIDE; 10 HOUR BACK UP. HUMIDITY CONTROL: OCCUPIED AND UNOCCUPIED, IF THE SPACE HUMIDITY RISES ABOVE 55 RH COMPRESSOR SHALL RUN FOR 30 MINUTES MORE ALONG WITH REHEAT GAS, ALLOWING DEHUMIDIFICATION BY EXTENDING THE RUN TIME WITHOUT OVERCOOLING, AFTER THAT 30 MINUTE DELAY IF ADDITIONAL COOLING IS STILL REQUIRED REHEAT GAS SHALL BE DE-ENERGIZED SO THAT THE COOLING DEMAND WILL BE SATISFIED.
 - OUTSIDE AIR FOR VENTILATION ARE CALCULATED USING FLORIDA BUILDING CODE CHAPTER 4 FBC-M 5TH EDITION 2014.
 - INSTALL AIR HANDLING AND CONDENSING UNITS PER MFG.' RECOMMENDATIONS.
 - REFRIGERATION LINE SIZE AND INSTALLATIONS IN ACCORDANCE WITH MFG.' RECOMMENDATIONS.
 - PROVIDE MANUAL AND BAROMETRIC DAMPER FOR OUTSIDE AIR INSTALLED ON RETURN DUCT.
 - PROVIDE 5 MINUTE TIME DELAY TO PREVENT SHORT CYCLING OF COMPRESSOR.
 - PROVIDE PHASE LOST PROTECTION FOR THREE PHASE UNITS.
 - PROVIDE VFD FOR AIR HANDLER UNIT TO BE ABLE TO WORK WITH VAV'S INDICATE IN SCHEDULE AND EXISTING CONTROL SYSTEM.

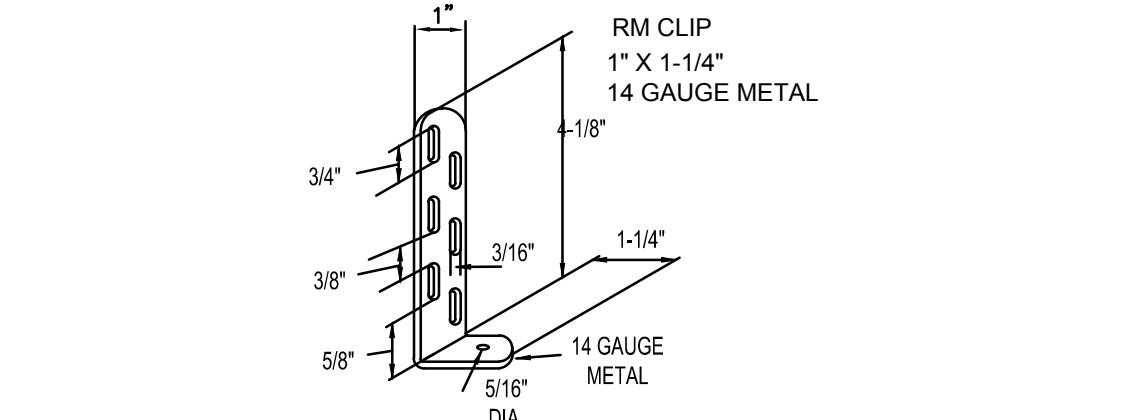
REQUIRED OUTDOOR VENTILATION AIR CALCULATION (PER FBCM403.3)			
AHU-1			
OFFICE AREA	144 SQ.FT, 0.06 PER SQ.FT.	144 SFx 0.06 CFM/SF= 8.6 CFM	
	1 PERSON , 5 CFM/PERSON	1 PERSONS X 5 CFM/PERSON= 5 CFM	
EDUCATIONAL AREA USING 250 OF PEOPLE PER FBC SECTION 423.15.5	3000 SQ.FT, 0.12 PER SQ.FT.	3000 SFx 0.12 CFM/SF= 360 CFM	
	38x 250= 19 PERSON, 10 CFM/P	19 PERSONS X 10 CFM/PERSON= 190 CFM	
CORRIDOR	740 SQ.FT, 0.06 CFM/SQ.FT.	740 SFx 0.06 CFM/SF= 44.4 CFM	
TOTAL CFM = 608 CFM REQUIRED, PROVIDED 650 CFM			



VERTICAL AIR HANDLING UNIT DETAIL
N.T.S.

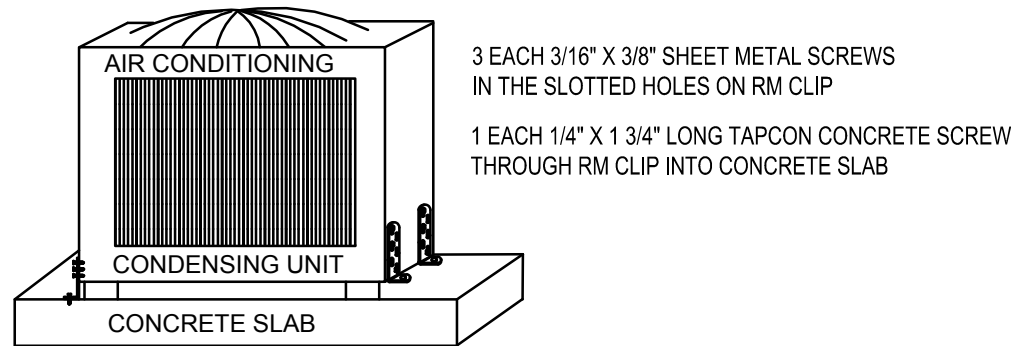


RIGID DUCT HANGER AND SUPPORT DETAIL
N.T.S.



RM CLIPS ARE G-90 RATED FOR CORRSION/WIND RESISTANCE, ASCE 7-10, 150 MPH WINDS

NOTE: 4 CLIPS PER CONDENSING UNIT.



CONDENSING UNIT MOUNTING DETAIL
N.T.S.

SCHEDULE, DETAILS AND NOTES

N.T.S.

MECHANICAL GENERAL NOTES

- THE SIZE AND LOCATION OF EQUIPMENT INSTALLED UNDER DIVISION 15 - MECHANICAL SHALL BE COORDINATED WITH OTHER TRADES.
 - DISCONNECT SWITCHES REQUIRED FOR THE MECHANICAL EQUIPMENT SHALL BE PROVIDED BY DIVISION 16 ELECTRICAL.
 - ALL EQUIPMENT, DUCTWORK, ETC. SHALL BE SUPPORTED FROM STRUCTURAL MEMBERS AS REQUIRED BY SMACNA STANDARDS TO PROVIDE A VIBRATION-FREE RIGID INSTALLATION.
 - MANUFACTURERS NAMES AND MODEL NUMBERS LISTED IN THE SPECIFICATIONS OR ON THE SCHEDULES ARE FOR THE PURPOSE OF ESTABLISHING A QUALITY OF MANUFACTURE OR A SPECIFIC DESIGN CONFIGURATION. EQUAL PRODUCTS, AS APPROVED BY THE ARCHITECT/ENGINEER, WILL BE ACCEPTABLE FROM OTHER MANUFACTURERS.
 - REVIEW DRAWINGS AND PROVIDE ALL WORK FOR A COMPLETE AND OPERABLE SYSTEM, INCLUDING ALL INCIDENTALS REQUIRED BY CODE AGENCIES AND LOCAL GOVERNING BODIES. ANY DISCREPANCIES NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BIDS WILL BE CONSIDERED CORRECTED BY THE CONTRACTOR IN HIS BID TO THE SATISFACTION OF THE ARCHITECT AND AS THE ARCHITECT DIRECTS.
 - ALL MECHANICAL WORK AND EQUIPMENT INSTALLED OUTSIDE OR INSIDE SHALL COMPLY WITH WIND RESISTANCE REQUIREMENTS AND WIND LOADS OF 5TH EDITION OF FBCM 2014.
 - CONTRACTOR SHALL PROVIDE TEST AND BALANCE AIR DISTRIBUTION CFM, BY A THIRD PARTY SELECTED BY OWNER, PAID BY CONTRACTOR. ALL HVAC SYSTEMS SHALL BE BALANCED TO THE AIR QUANTITIES SHOWN AGAINST THE ACTUAL STATIC PRESSURE REQUIREMENTS OF THE INSTALLED SYSTEMS. CONTRACTOR SHALL PROVIDE POSITIVE MEANS FOR BALANCING EACH INDIVIDUAL AIR OUTLET AND INLET.
 - DO NOT SCALE THESE DRAWINGS.
 - WHERE DIFFERENCES OCCUR BETWEEN WORKING CLEARANCE AND ACTUAL PROPOSED LOCATION NOTIFY ARCHITECT IMMEDIATELY BEFORE ANY WORK.
 - THE CONTRACTOR SHALL VISIT AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF PROPOSAL WILL INDICATE THAT SUCH EXAMINATION BY THE CONTRACTOR HAS BEEN MADE. LATER CLAIMS FOR LABOR EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
 - FIELD VERIFY ALL MECHANICAL SYSTEM ELECTRICAL'S REQUIREMENTS WITH ELECTRICAL PANELS AND DRAWINGS TO ENSURE CORRECT REQUIREMENTS. NOTIFY ARCHITECT/ENGINEER IF ANY DISREFFENCIES.
 - EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE DRAWINGS AND WITHIN THESE SPECIFICATIONS SHALL BE CONSIDERED AS "STANDARD OF QUALITY". NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER. ALL EQUIPMENT SHALL BE NEW UNLESS OTHERWISE NOTED, FREE OF DEFECTS, AS SHOWN ON THE DRAWINGS OR INDICATED IN SPECIFICATIONS.

DEVIATIONS FROM SPECIFIED EQUIPMENT AFFECTING ELECTRICAL REQUIREMENTS SHALL BE COORDINATED BETWEEN VENDOR, MECHANICAL CONTRACTOR, AND ELECTRICAL CONTRACTOR PRIOR TO SUBMITTING BIDS. FAILURE TO DO SO WILL NOT BE CAUSE FOR CHANGE OF BID AT A LATER TIME. IN ADDITION, THE MECHANICAL CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL CHANGES TO ENGINEERING PLANS REQUIRED BY AUTHORITY HAVING JURISDICTION.
- APPLICABLE CODES/STANDARDS:
- FLORIDA BUILDING CODE (5th EDITION)
 - FLORIDA BUILDING CODE-MECHANICAL (5th EDITION)
 - FLORIDA BUILDING CODE-PLUMBING CODE (5th EDITION)
 - FLORIDA BUILDING CODE-ENERGY CONSERVATION (5th EDITION)
 - NFPA LATEST EDITION
 - SMACNA DUCT CONSTRUCTION STANDARDS (2005)
 - ASHRAE STANDARD 62.1 (2010)
 - NATIONAL ELECTRIC CODE (2011)
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL FEES.

REVISIONS

12-08-15	BLDG. DEPT. COMMENTS
02-22-16	FIELD CHANGES

M. T. FARAJI, PA

1325 S BUNBY AVE
ORLANDO, FLORIDA 32806
407-896-7411
407-896-7412 - FAX
EPGroup@att.net
CA # 8126
FARSHAD ANTIKCHI, PE # 72998

PROJECT NUMBER:

MTF15088

PALMER COLLEGE OF CHIROPRACTIC INTERIOR

OWNER: CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129 ALLEN GREEN CENTER - RM. 408 - NEW WAY LAB
TENANT: PALMER COLLEGE OF CHIROPRACTIC, 4777 CITY CENTER CIRCLE, PORT ORANGE, FL 32129
PROJECT LOCATION: 4705 S. CLYDE MORRIS BLVD., PORT ORANGE, FL 32129
GENERAL CONTRACTOR: COMMERCIAL CONSTRUCTION, INC., 6947 ROBERTS, GULFSTREAM, AL 36641, 624 NORTH WINDY COVE AVENUE, DAYTONA BEACH, FL 32114 PH: 386/238-1570 FAX: 386/238-1571

B P F

DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
AA 28001108
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bpfdesign@att.rr.com WEBSITE: bpfdesign.net

SCHEDULE, NOTES AND DETAILS

DATE: 10/09/2015

SHT NO. M2

PHASE 1-95% SUBMITTAL

ARCHITECT'S / ENGINEER'S SEAL

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".)

[Remainder of this page left intentionally blank]

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 tenders 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. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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)

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **FACILITIES**

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

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.*

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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. Upon notice of Intent to Award and prior to execution of a 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	

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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.

68. **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.

69. **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).

70. **PATENTS/COPYRIGHTS**

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

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **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.

84. **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.

85. **RECYCLED MATERIALS**

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

86. **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.)

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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: David Battaglia, Purchasing Agent, 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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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.

111. **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.

112. **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)

113. **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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

AWARD: Award will be made to the lowest, responsive, responsible bidder.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of a purchase order issuance. Substantial Completion will be 30 days and Final Completion will be 30 days more.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.11 – Vendor Application
- _____ W-9 Form
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Copy of Insurance
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID 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 7.3 – 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 7.4 – 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)

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 7.5 – SWORN STATEMENT UNDER SECTION 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS 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 Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – 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:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

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 _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@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 action 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.) 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).
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 7.12 – 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 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.



"ATTACHMENT 1" ITB 17-27 SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB# 17-27

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar 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:

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER PER SPECIFICATIONS.	1	EA	\$ -	\$ -
2	PERMIT ALLOWANCE.	1	EA	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID 1-2					\$ 1,500.00

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 _____, 2016, 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 _____ ("Contractor"), a _____ corporation whose principal address is _____. 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: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within _____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "___," 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(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. 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 are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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 20 of this contract concerning disputes.

7. 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.

8. 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.

9. 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.

10. 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 for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR 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

11. 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.

12. 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>	Coverage A - Statutory Coverage B - \$100,000	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.
	<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	
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 Bodily 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	

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. This Contract includes all 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) 506-5504

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]

FOR INFORMATIONAL PURPOSES

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 _____, 2017, 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

By: _____
Printed Name: _____ Donald O. Burnette, Mayor

Date: _____
Printed Name: _____

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:

By: _____
Printed Name: _____ Robin L. Ferwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Ferwick, 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:



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. #2

June 13, 2017

ITB #17-27

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 18, 2017 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS:

1. The M1 drawing given in Addendum #1 is not consistent with the M1 drawing in the original solicitation drawings. It seems a return duct has been added but is not clear if this is a new duct for a contractor to install or if it is an existing duct. Please advise. See the attached drawing as I have highlighted the duct in question.

Answer: Contractor shall refer to plans that were submitted for solicitation purpose. The return duct was installed by phase I construction team.



WHENEVER THE SMOKE DETECTOR SENSES PRODUCTS OF COMBUSTION, SHALL INITIATE A SUPERVISORY SIGNAL TO THE BUILDING FIRE ALARM CONTROL PANEL. THE SUPPLY FAN SHALL BE DE-ENERGIZED VIA THE FIRE CONTROL ALARM PANEL IF BUILDING DOES NOT HAVE ALARM CONTROL SYSTEM. SMOKE DETECTOR SHALL INITIATE SUPERVISORY SIGNAL TO AUDIBLE/VISUAL SIGNALS FOR ACTIVATION AND TROUBLES. MUST BE LOCATED BELOW CEILING NOT MORE THAN 6 FEET AFF. NFPA 90A CHAPTER 6, SECTION 6.4.4.3. PER 5TH EDITION FBC(2014) SECTION 606.

CONTRACTOR SHALL PROVIDE TEST AND BALANCE AIR DISTRIBUTION CFM, BY A THIRD PARTY SELECTED BY OWNER, PAID BY CONTRACTOR. ALL HVAC SYSTEMS SHALL BE BALANCED TO THE AIR QUANTITIES SHOWN AGAINST THE ACTUAL STATIC PRESSURE REQUIREMENTS OF THE INSTALLED SYSTEMS. CONTRACTOR SHALL PROVIDE POSITIVE MEANS FOR BALANCING EACH INDIVIDUAL AIR OUTLET AND INLET.

ALL SUPPLY AND RETURN DUCT SHALL BE GALVANIZED SHEET METAL. SEE PAGE M3 FOR MATERIAL AND SPECIFICATIONS.

HVAC PLAN--1ST FLOOR
SCALE 1/8" = 1'-0"
PHASE "2" M-1

REVISIONS	
Δ	CITY COMMENTS - 12/03/2015
Δ	FIELD CHANGES - 01/08/2016
Δ	FIELD CHANGES - 01/09/2016
Δ	FIELD CHANGES - 02/22/2016
Δ	COMMENTS - 02/03/2017

M. T. FARAJI, PA
1325 S BUNNY AVE
ORLANDO, FLORIDA 32806
407-896-7411
407-896-7412 - FAX
EPGroup@aol.net
CA # 61226
FARSHAD ANTIKCHI, PE # 72998

PROJECT NUMBER:
MTF15088

PALMER COLLEGE OF CHIROPRACTIC INTERIOR

OWNER: CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129 ALLEN GREEN CENTER - PH. 408 - NEW DEAN LAB
TENANT: PALMER COLLEGE OF CHIROPRACTIC, 4777 CITY CENTER CIRCLE, PORT ORANGE, FL 32129
PROJECT LOCATION: 4770 S. CLYDE MORRIS BLVD., PORT ORANGE, FL 32129
GENERAL CONTRACTOR: COMMERCIAL CONSTRUCTION, INC. 541 NORTH MIAMI AVENUE, DAYTONA BEACH, FL 32114 PH. 386/238-1531 FAX. 386/238-1531

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
AA 26001108
DERRAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0008706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 251-0502 FX: (386) 251-1050
E-MAIL: bpfdesign@aol.com WEBSITE: bpfdesign.net

HVAC FLOOR PLAN

DATE: 10/09/2015

SHT NO. M1

PHASE 2--2015 SUBMITTAL

ARCHITECT'S / ENGINEER'S SEAL

In all other respects, except as specifically stated herein, the subject ITB 17-27 remains unchanged.

END OF ADDENDUM NO. # 2

SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #17-27

BID TITLE:

HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

DUE DATE/TIME:

JUNE 15, 2017 at 2:30 P.M.

SUBMITTED BY:

Commercial Construction, Inc.

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor's Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – Vendor Application
- ☒ W-9 Form
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of Insurance
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Commercial Construction, Inc.

Name of Business


Authorized Signature

6-14-17

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

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

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Commercial Construction, Inc.

NAME OF BUSINESS

7 Sunshine Blvd.

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Ormond Beach, FL 32174

CITY, STATE & ZIP CODE

Gary Roberts, President

NAME, TITLE, TYPED

386-238-1570/386-238-1571

TELEPHONE NUMBER / FAX NUMBER

20-2690067

FEDERAL IDENTIFICATION #

GRoberts@ccidaytona.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of June 14th, 2017 by GARY ROBERTS, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 6/29/20

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – 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: 6-9-17 Addendum # _____ Date: _____

Addendum # 2 Date: 6-13-17 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."

Commercial Construction, Inc.

Name of Business

By: _____

Printed Name: Gary Roberts

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14th day of June, 2017, by
GARY ROBERTS, as PRESIDENT of

Commercial Construction, Inc. and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Nancy R. Steele
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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.

Commercial Construction, Inc.

Name of Business

By: [Signature]

Printed Name: Gary Roberts

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14th day of June, 2017, by GARY ROBERTS, as PRESIDENT of

Commercial Construction and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 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 Gary Roberts, who, being by me first duly sworn, made the following statement:

1. The business address of Commercial Construction, Inc. (name of Offeror or business) is 7 Sunshine Blvd., Ormond Beach, FL 32174.
2. My relationship to Commercial Construction, 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.)~~

Commercial Construction, Inc.

Name of Business

By: Gary Roberts

Printed Name: Gary Roberts

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14th day of June, 2017, by GARY ROBERTS as PRESIDENT of Commercial Construction Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Nancy R Steele
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Commercial Construction, Inc.

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

PRINTED SIGNATURE: Gary Roberts

TITLE: President

ADDRESS: 7 Sunshine Blvd.

CITY: Ormond Beach STATE: Florida ZIP CODE: 32174

TELEPHONE: 386-238-1570 FAX: 386-238-1571

COMPLETION TIME: 2 weeks

F.E.I.N. NUMBER: 20-2690067

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

NO BID (REASON): N/A

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)

52

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

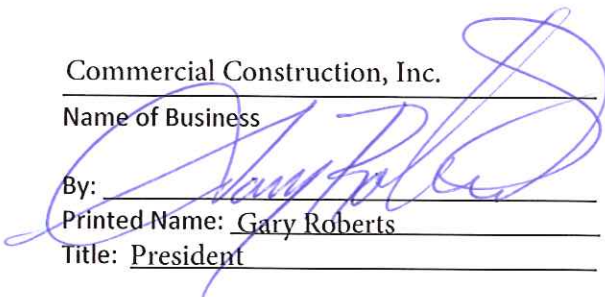
- A. Name of Vendor. Commercial Construction, Inc.
- B. Permanent main office address. 7 Sunshine Blvd., Ormond Beach, FL 32174
- C. Date organized. April, 2005
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 12
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached
- G. General character of work performed by your company. Commercial and residential new construction, remodels, renovations, and repairs.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
Yes, due to non-payment from owner. Hampton Inn & Suites, Orange Park, Florida
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. Hampton Inn & Suites, Orange Park, Florida, non-payment by owner. Settled.
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please see attached.
- K. List your major equipment currently owned or leased.
vehicles and trailers
- L. Experience in work similar to this type of project.
Designs for Health, Palmer College of Chiropractic FL, Doran Building
- M. Background and experience of the principal members of your organization, including the officers.
Please see attached corporate resumes
- N. Credit currently available: \$ 1,000,000 plus
- O. Give bank reference: Please see attached.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Commercial Construction, Inc.

Name of Business

By: 

Printed Name: Gary Roberts

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 14th day of June, 2017, by
GARY ROBERTS, as PRESIDENT
of COMMERCIAL CONSTRUCTION, INC 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:



This document must be completed and returned with your Submittal

Current Projects

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Daytona Parking Garage	501 N Atlantic Ave. Daytona Beach, FL 32118	Alexey Lysich, Daytona Parking Garage, LLC, 120 Garden St North, Palm Coast, FL 32137	BPF Design, Inc., 207 Fairview Av., Daytona Beach, FL 32114, 386-257-0502	\$ 6,912,000.00	98%	Jun-17
Truck Crane Solutions	3355 Agricultural Center Dr. St. Augustine 32092	Truck Crane Solutions South, LLC 3420 Agricultural Center Dr #6, St Augustine 32092	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 805,000.00	80%	Jul-17
NetPicque Renovations	9 Florida Park Dr. Palm Coast, FL 32137	Chris & Dawn Giamane, 9 Florida Park Dr., Palm Coast, FL 32137		\$ 207,420.00	75%	Jul-17
Gambro Kiefel Packaging	1845 Mason Av., Daytona Beach, FL 32114	Gambro Renal Products, 1845 Mason Av., Daytona Beach, FL 32114, Mr. Scott Carter, 386-481-1020		\$ 144,000.00	20%	Jul-17
Palmer College of Chiropractic	4705 Clyde Morris Blvd., Port Orange, FL 32129	Palmer College of Chiropractic, 4777 City Center Pkwy, Port Orange, FL 32129, Mr. Ed Sauer, 563-884-5667	BPF Design, Inc., 207 Fairview Av., Daytona Beach, FL 32114, 386-257-0502	\$ 77,639.00	5%	Aug-17
Airgas Riviera Beach	7001 Military Tr. Riviera Beach, FL 33407	Airgas USA, LLC, 482 Eaton St., Lawrenceville, GA 30046, 770-236-8013, Bobby Fiel-Owner's Rep	BPF Design, Inc., 207 Fairview Av., Daytona Beach, FL 32114, 386-257-0502	\$ 2,300,000.00	30%	Oct-17

7.8.F
Contracts on Hand.

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Completed Construction Projects						
Waste Pro of North Carolina	1902 Valley Pkwy. Indian Tr., NC 28079	Waste Pro of North Carolina, Inc., 2101 W SR 434, 3rd floor, Longwood, FL 32779	2Architecture, Inc., PO Box 704, Matthews, NC 28106-0704, 704-849-0353	\$ 3,143,000.00	100%	Apr-17
Thomas & Betts	12 Southland Rd. Ormond Beach 32174	Thomas & Betts Ormond Beach 32174	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 1,233,000.00	100%	Apr-17
Waste Pro Sanford	3705 St. Johns Pkwy. Sanford 32771	Waste Pro USA - John Jennings Wood, Owners Rep 407-869-8800 2101 W SR 434 Longwood FL 32779	Tajmir & Associates, Inc. 25 Palm Harbor Village Way, Palm Coast, FL 32137, 386-445-9889	\$ 1,196,000.00	100%	Mar-17
East Coast Surgery Center	1871 LPGA Blvd. Daytona Beach, 32168	Volusia Orthopaedic Trauma Call Assoc, 1075 Mason Av., Daytona Beach, FL 32117	Mason Blau Assoc. 4625 E Bay Dr., Clearwater, FL 727-530-0570	\$ 3,872,955.00	100%	Mar-17
Brilliance Assisted Living Facility	699 N Dixie Freeway, New Smyrna Beach, FL 32168	Dr. Rajesh Allani, 1055 N Dixie Frwy, New Smyrna Beach, FL 32168, 386-423-0505	YAS Consultants, LLC, 112 Anchor Dr., Ponce Inlet, FL 32127, 802-839-0314	\$ 4,800,000.00	100%	Mar-17
Design For Health Granada Depot	6 Commerce Dr Palm Coast 32164	Design for Health, 6 Commerce Blvd, Bunnell, FL	BPF Design, Inc., 207 Fairview Av., Daytona Beach, FL 32114, 386-257-0502	\$ 291,000.00	100%	Jan-17
Gioia Salis	6 Commerce Dr Palm Coast 32164	Gioia Properties, LLC, 6 Commerce Blvd., Daytona Beach, FL		\$ 1,606,495.00	100%	Dec-16
PODS St. Augustine	Units 6-11 Inc Bldg A Clyde Morris Blvd			\$ 557,000	100%	Dec-16
Palmer College Interior Reno				\$ 1,531,193.00	100%	Sep-16
Airgas Orlando	4308 N. OBT, Orlando, FL	RIBO Research Holding, LLC	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 203,444.00	100%	May-16
Airgas Tampa	8804 Maislin Dr., Temple Terrace, FL 33637	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 955,900.00	100%	Mar-16
Citizens Immigration	4121 Southpoint Blvd. Jacksonville, FL 32216	Airgas North Dixie, LLC 1055 N Dixie Freeway, Ste. 1 New Smyrna, FL 32168	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 2,060,856.00	100%	Jan-16
Agles Residence	647 N Oceanside Blvd. Ormond Beach, FL 32176	John & Terri Agles 116 Sundance Tr. Ormond Beach, FL 32176	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 2,644,627.00	100%	Nov-15
Airgas Ft. Meyers	3540 Veronica Shoemaker Blvd., Ft. Meyers, FL 33901	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	John Dodd Architects 2775 Racheal Ave. Fernandina Beach, FL 32034	\$ 1,511,270.00	100%	Aug-15
Florida Hospital Flgr. X-Ray RM3	60 Memorial Medical Parkway, Flagler Beach, FL 32164	60 Memorial Medical Parkway, Flagler Beach, FL 32164	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 230,500.00	100%	Aug-15
Pall Interior Office Buildout	4777 City Center Pkwy. Port Orange, FL 32129	Palmer College of Chiropractic, 4777 City Center Pkwy. Port Orange, FL 32129, Mr. Ed Sauer, 563-884-5667	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 736,821.00	100%	Aug-15
Quest Diagnostics, interior buildout of multiple locations throughout Florida	30 Forrest Ct. Ormond Beach, FL 32174	30 Forrest Ct., LLC 30 Forrest Ct. Ormond Beach, FL 32174	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 50,138.00	100%	Aug-15
Bert Fish MRI Replacement	401 Palmetto St., New Smyrna Beach, FL 32168	Bert Fish Medical Center 401 Palmetto St., New Smyrna Beach, FL 32168, Lee Newman, 386-424-5039		\$ 1,447,603.00	100%	May-15
Waste Pro Ocala	925 S Clyde Morris Blvd. Daytona Beach, FL	Waste Pro USA - John Jennings Wood, Owners Rep 407-869-8800 2101 W SR 434 Longwood FL 32779	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 549,699.00	100%	May-15
				\$ 72,122.00	100%	Jan-15

7.8.1 More Important Projects

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Gambro Warehouse Facility	1845 Mason Av., Daytona Beach, FL 32114	Gambro Renal Products, 1845 Mason Av., Daytona Beach, FL 32114, Mr. Scott Carter, 386-481-1020	Integrated Project Services, Tampa, FL	\$ 165,924.00	100%	Jan-15
Healthy Smiles Dental	1200 W Granada Blvd., Ormond Beach, FL 32174	Dr. Jacques Benchmol, 1264 Palm Coast Pkwy., Palm Coast, FL	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 189,438.00	100%	Jan-15
Vistas - Flagler County	3541 NW 10th Street Ocala, FL	Waste Pro USA - John Jennings Neil Wood, Owners Rep 407-869-8800 2101 W SR 434	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 2,623,388.00	100%	Jan-15
Town Center Orthopaedics	21 Hospital Drive Palm Coast, FL 32164	Florida Hospital Flagler Kovacks 60 Memorial Medical Pkwy. Palm Coast, FL 32164	Huntton Brady Architects, PA, Professional Corporation, 800 N Magnolia Av., Ste 600, Orlando, FL 32803, 407-839-0886	\$ 530,501.00	100%	Jan-15
Police Athletic League	2131 W 33rd Street Jacksonville, FL 32209	Police Athletic League David Valentine Jacksonville FL 32225	N/A	\$ 95,350.00	100%	Dec-14
Putnam Sterile Room	611 Zeagler Dr., Palatka, FL 32177	Putnam Community Medical Center, 611 Zeagler Dr., Palatka, FL 32177, Mr. Allen Anderson, 386-326-8651	Hinson, Miller, Kickirillo, Architects, PLLC, 5300 Maryland Way, Suite 109, Brentwood, TN 37027, Neal Hinson, 615-369-6020	\$ 84,751.00	100%	Dec-14
Pail Restroom Renovation	1750 Filter Dr. Deland, FL	Pail Corporation 25 Harbor Park Dr. Port Washington, NY 11050	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 126,315.00	100%	Dec-14
Puntam Community Medical Center, Angio Lab	611 Zeagler Dr., Palatka, FL 32177	Putnam Community Medical Center 611 Zeagler Dr., Palatka, FL 32177, Mr. Allen Anderson, 386-326-8651	Hinson, Miller, Kickirillo, Architects, PLLC, 5300 Maryland Way, Suite 109, Brentwood, TN 37027, Neal Hinson, 615-369-6020	\$ 84,751.00	100%	Dec-14
Braddock Concrete Pad-Storage	400 Fentress Blvd. Daytean, Beach, FL	Bill Monie 400 Fentress Blvd. Daytona Beach, FL	N/A	\$ 55,183.00	100%	Oct-14
Dr. Sai Office	60 Memorial Medical Parkway Flagler Beach, FL 32164	Florida Cancer Specialists 4371 Veronica Shoemaker Meyers, FL	Fred Humphries & Assoc. 809 S. Orlando, Ste. C, Winter Park, FL 32709	\$ 103,018.00	100%	Oct-14
JD Weber Lot 3	150 Business Center Dr. Ormond Beach, FL	JD Weber Jr 1444 N US 1 Ormond Beach, FL 32174	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 404,645.00	100%	Oct-14
Pail Corp Labs	1750 Filter Dr. Deland, FL	Pail Corporation 25 Harbor Park Dr. Port Washington, NY 11050	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 129,083.00	100%	Sep-14
Gambro Insurance Issues	1845 Mason Av., Daytona Beach, FL 32114	Gambro Renal Products, 1845 Mason Av., Daytona Beach, FL 32114, Mr. Scott Carter, 386-481-1020	Integrated Project Services, Tampa, FL	\$ 148,529.00	100%	Aug-14
Peninsula Research	1209 W Market Street Smithfield, GA 32577	PODS Enterprises, Inc - Daniel Knafo 5585 Rio Vista Drive Clearwater, FL 33760	N/A	\$ 190,219.00	100%	Jul-14
Airgas - Ft. Lauderdale New Building	5401 NW 9th St Ft. Lauderdale, FL	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	Manny Ruiz	\$ 875,350.00	100%	Jun-14
Quantam Rehab	3398 N. Oceanside Blvd. Flagler Beach, FL 32136	Anthony Ricco 3398 N. Oceanside Blvd. Flagler Beach, FL 32136	N/A	\$ 171,923.00	100%	Jun-14
VA Medical Clinic	4 Old Kings Rd., Ste 1 Palm Coast, FL 32136	Vistas Health Care 100 S Biscayne Blvd., Ste 1300 Miami, FL 33131	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 42,966.00	100%	Jun-14
Borland & Groover	3635 Clyde Morris Blvd, Ste 100 Port Orange, FL 32129	Borland Groover Clinic 3635 Clyde Morris Blvd, Ste 100 Port Orange, FL 32129	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 152,706.00	100%	May-14

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Daytona Heart Group Port Orange Phase 2	780 Dunlawton Ave. Port Orange, FL	Daytona Heart Group 695 Clyde Morris Blvd. Daytona Beach, FL	N/A	\$ 206,418.00	100%	May-14
Gioia Sails Phase II	5 Hargrove Grade Palm Coast, FL	Gioia Properties, LLC	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 130,294.00	100%	May-14
Halifax Administration	303 N. Clyde Morris Blvd. Daytona Beach, FL 32114	Halifax Health Medical Center 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114 Mr. Jacob Nagib, 386-255-7892	Fred Humphries & Assoc. 809 S. Orlando, Ste. C, Winter Park, FL 32709	\$ 441,290.00	100%	May-14
Halifax Executive Offices Phase II	303 N Clyde Morris Blvd Daytona Beach, FL 32114	Halifax Health/Hospice of Volusia/Flagler, 3800 Woodbriar Trail, Port Orange, FL 32127, Ms. Fran Davis, 386-322-4701	Fred Humphries & Assoc. 809 S. Orlando, Ste. C, Winter Park, FL 32709	\$ 437,823.00	100%	May-14
MetCare New Smyrna	1722 SR 44 New Smyrna, FL 32168	Humana Inc. d.b.a MetCare of Florida, Inc 500 W. Main Street, Louisville, Kentucky 40202	RTKL Gary Sneider 305-924-5617	\$ 641,426.00	100%	May-14
MetCare Daytona	731 N. Clyde Morris Blvd. Daytona Beach, FL 32114	Humana Inc. d.b.a MetCare of Florida, Inc 500 W. Main Street, Louisville, Kentucky 40202	RTKL Gary Sneider 305-924-5617	\$525,529.00	100%	May-14
MetCare Port Orange Expansion	3641 Clyde Morris Blvd. Port Orange, FL 32128	Humana Inc. d.b.a MetCare of Florida, Inc 500 W. Main Street, Louisville, Kentucky 40202	N/A	\$ 214,859.00	100%	May-14
Pall Corp Machine Shop	1750 Filter Dr. Deland, FL	Pall Corporation 25 Harbor Park Dr. Port Washington, NY 11050	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 111,601.00	100%	May-14
ECN	780 W. Granada Blvd. Ormond Beach, FL 32174	9 Sunshine Blvd Ormond Beach, FL 32174	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 1,164,894.00	100%	May-14
Premier Eye-Surgery Suite	3641 Clyde Morris Blvd. Port Orange, FL 32128	3641 Clyde Morris Blvd, Unit 400 Port Orange, FL 32129	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 200,000.00	100%	Apr-14
Airgas Jacksonville Concrete	5837 W. 5th Street Jacksonville, FL 32254	Airgas South, Inc.125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	N/A	\$ 99,170.00	100%	Apr-14
PODS NC	3641 Clyde Morris Blvd. Port Orange, FL 32128	3641 Clyde Morris Blvd, Unit 400 Port Orange, FL 32129	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 200,000.00	100%	Apr-14
Airgas - Tank Barriers	9030 NE, 58th St Doral, FL 33178	Airgas South, Inc.125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	Manny Ruiz	\$ 93,066.00	100%	Feb-14
Covidien Syringe	2010 E Intl Spwy Deland, FL 32724	Covidien PO Box 982202 El Paso, Tx 79998-2202	N/A	\$ 699,024.00	100%	Jan-14
Covidien - 1st Aid Office	2010 E Intl Spwy Deland, FL 32724	Covidien PO Box 982202 El Paso, Tx 79998-2202	N/A	\$ 155,650.00	100%	Jan-14
Pall Corp-Scrubber Install	1750 Filter Dr. Deland, FL	Pall Corporation 25 Harbor Park Dr. Port Washington, NY 11050	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 55,245.00	100%	Jan-14
Waste Pro Daytona	13838 Harlee Rd Palmetto, FL 34221	13838 Harlee Rd Palmetto, FL 34221	N/A	\$ 194,971.00	100%	Jan-14
MetCare East Ormond Phase 2	42 Nova Rd, Ste. 4 & 5 Ormond Beach, FL 32174	Jade Properties, 4547 205th Place, N.E., Sammamish, WA 98074	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 50,000.00	100%	Nov-13
Airgas - Miami 58th Street	5125 NW 77th Ave, Miami, FL 33166	Airgas South, Inc.125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	Manny Ruiz	\$ 138,200.00	100%	Oct-13

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Covidien Sidewalk, Canopy & Pavers	2010 E Int'l Spwy., Deland, FL 32724	Covidien PO Box 982202 El Paso, Tx 79998-2202	N/A	\$ 57,585.00	100%	Oct-13
Jesters Live - Interior Buildout	1637 N US 1 Ormond Beach, FL 32174	Nick Avena 1637 N US 1 Ormond Beach, FL 32174		\$ 117,031.00	100%	Oct-13
Palmer College Allan Green Center New HVAC	4705 Clyde Morris Blvd., Port Orange, FL 32129	Palmer College of Chiropractic, 4777 City Center Pkwy, Port Orange, FL 32129, Mr. Ed Sauer, 563-884-5667	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 242,086.00	100%	Oct-13
Pall Corporation	25 Harbor Park Dr. Deland, FL 32724	1750 Filter Ave. Deland, FL 32724	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 2.5 million	100%	Oct-13
Airgas - Miami 77th Street	5125 NW 77th Ave, Miami, FL 33166	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 653,740.00	100%	Sep-13
Covidien Parking Lot Paving	2010 E Int'l Spwy., Deland, FL 32724	Covidien PO Box 982202 El Paso, Tx 79998-2202	N/A	\$ 201,856.00	100%	Sep-13
Airgas - Panama City	Linhaven, FL	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 15,000.00	100%	Sep-13
Halifax Lab Renovations	303 N. Clyde Morris Blvd. Daytona Beach, FL 32114	Halifax Health Medical Center 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114 Mr. Jacob Nagib, 386-255-7892	Fred Humphries & Assoc. 809 S. Orlando, Ste. C, Winter Park, FL 32709	\$ 226,600.00	100%	Aug-13
Gioia Sails	5 Hargrove Grade Palm Coast, FL	Gioia Properties, LLC	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 138,720.00	100%	Jul-13
Airgas Jacksonville	5837 W 5th Street Jacksonville, FL	Airgas South, Inc. 125 Town Park Dr. NW, Ste 400, Kennesaw, GA 30144, Mr. Tom Lancaster, 386-672-4070	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 68,708.00	100%	Jul-13
Dr. Batniji Office	735 Dunlawton Ave. Port Orange, FL 32128	Dr. Batniji 735 Dunlawton Ave. Port Orange, FL 32128	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 74,200.00	100%	Jul-13
Harley Vanilla Shell	1637 N US 1 Ormond Beach, FL 32174	Rossmeyer Daytona Motorcycles, Inc. 1637 N US Hwy. 1, Ormond Beach, FL 32174	N/A	\$ 50,293.00	100%	Jun-13
Cardiologist Office Building	731 Dunlawton Ave. Port Orange, FL 32720	A & M Mortgage Security, LLC 386-547-3193	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 203,510.00	100%	Jun-13
Metcare Ormond East Phase 1	420 S. Nova Road Ormond Beach, FL 32174	Jade Properties, 4547 205th Place, N.E., Sarnamish, WA 98074	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 271,000.00	100%	Jun-13
VA Medical Clinic	3959 South Nova Rd. Suite 4 Port Orange, FL 32127	Dinardo Property Management 386-238-1574	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 60,285.00	100%	Jun-13
Covidien Lab Renovations	2010 E Int'l Spwy., Deland, FL 32724	Covidien PO Box 982202 El Paso, Tx 79998-2202	N/A	\$ 31,650.00	100%	May-13
Dr. Cooper, dental office addition, phase 2	275 W Granada Blvd Ormond Beach, FL 32174	Dr. Cooper 1275 W Granada Blvd. Ormond Beach, FL 32174	N/A	\$ 80,000.00	100%	Apr-13
Borland Groover	3635 Clyde Morris Blvd Ste. 100 Port Orange, FL 32129	4800 Belford Rd 3rd Floor Jacksonville, FL 32256	BPF Design, Inc., 207 Fairview Av, Daytona Beach, FL 32114, (386) 257-0502	\$ 191,000.00	100%	Apr-13
Harly Main Street	510 Main Street Daytona Beach, FL	Rossmeyer Daytona Motorcycles, Inc 1637 N US Hwy. US 1 Ormond Beach, FL 32174	N/A	\$ 150,695.00	100%	Mar-13
135 Executive Circle Improvements	135 Executive Circle Daytona Beach FL 32114	Realty Leasing Partnership, LLC C/O The Allen Morris Co. 121 Alhambra Plaza Coral Gables, FL 32134	N/A	\$ 135,000.00	100%	Mar-13

Name of Project/Description	Project Location	Owner & Contact Information	Architect	Original Contract Amount	Percent Complete	Completion Date, Month-Year
Halifax Special Procedure	303 N. Clyde Morris Blvd. Daytona Beach, FL 32114	Halifax Health Medical Center 303 N. Clyde Morris Blvd., Daytona Beach, FL 32114 Mr. Jacob Nagib, 386-255-7892 Betty Grimmel	Fred Humphries & Assoc. 809 S. Orlando, Ste. C, Winter Park, FL 32709	\$ 304,134.00	100%	Mar-13
Private RV Storage	115 Executive Dr Beach, FL 32114	PO Box 1487 Savannah, GA 31402	BFY and Assoc., Inc. & Mark Dowst & Assoc. Inc. Hunton Brady Architects, PA, Professional Corporation, 800 N Magnolia Av., Ste 600, Orlando, FL 32803, 407-839-0886	\$ 405,500.00	100%	Feb-13
Palmer College Chiller Plant	4777 City Center Pkwy, Port Orange, FL 32129	Palmer College of Chiropractic, 4777 City Center Pkwy, Port Orange, FL 32129, Mr. Ed Sauer, 563-884-5867		\$ 257,394.00	100%	Jan-13
Chemical South	1000 Industry Dr. Savannah, GA 31418	Mike Gale MHG Industry Dr., LLC PO Box 7179 Garden City, LF 31418	Boswell Design Services 103 Nassau Dr Savannah, GA 31410	\$ 1,060,178.00	100%	Nov-12
Sarah House Assisted Living	3635 Clyde Morris Blvd, Port Orange, FL	3635 Clyde Morris Blvd., Port Orange, FL 32129	Causway Design Group, New Smyrna Beach, FL	\$ 111,785.00	100%	Mar-12



CORPORATE RESUME
CGC 059441

OBJECTIVES: Build long-term relationships with our clients by providing them with superior customer service, the highest quality work available and treating their money as if it was ours.

PRESIDENT:

Gary L. Roberts, 30 + years' experience, Qualifier for Commercial Construction, Inc.

Florida Community College, Associate of Arts Degree
California Coastal University, Bachelor's degree- Business Management
Florida Certified General Contractor, #CGC 059441,
Florida Certified Plumbing Contractor, #CFC 056923
Georgia Certified General Contractor, #A003258
Alabama Certified General Contractor, #51156
Mississippi Certified General Contractor, #19670-MC

SECRETARY/TREASURER

Pamela L. Roberts

Daytona Beach Community College, Daytona Beach, FL, Registered Nurse
University of Central Florida, Coursework towards Bachelor's to Master's Degree
Function as Office Manager, Payroll Administrator, and assist President as needed.

PROJECT MANAGERS:

Sal Sammaro, 25 years' experience, Certified General Contractor/Project Manager

Polk Community College
Contractor's Institute, ISO 9000 Manufacturing Certification, OSHA Certified, RRP Certified
Florida Certified General Contractor, #CGC1507910

Jeff Petersen, 15 years' experience, Certified General Contractor/Project Manager

US Army, First Sergeant, Retired, 708th Maintenance Company
Excelsior College, BA Business Management, Columbia College, AA Liberal Arts
Licenses and Certifications-Equal Opportunity Advisor, OSHA Certified, ASHE Certified
Florida Certified General Contractor, #CGC 1520848

Rob Bolwerk, 20 years' experience, Project Manager/Superintendent

Daytona Beach Community College, 4-year Electrical Apprenticeship program.
Licensed Journeyman Electrician

Bambi Morgan, 11 years experience, Project Manager

Daytona Beach Community College – General Studies
Jax. ATC- Auto CAD level 1

Randall Cox, 30 years' experience, Project Manager/Superintendent

St. Johns River Community College, Associates Degree

Sheldon Toby, 13 years' experience, Superintendent



Dave Davis, 25 years' experience, Superintendent

Ron Herbruck, 25 years' experience, Superintendent

James Hosack, 10 years' experience, Superintendent

Nancy Steele, Construction Administrator

Daytona Beach Community College, accounting, marketing, fitness, & human resource management
Certifications and experience: Executive/Administrative Assistant in Real Estate and Construction.

Lynn Cox, Accounting Administrator

St. Johns River Community College, Associates Degree
University of North Florida, Bachelors Degree Accounting

Brittney Bolwerk, Administrative Assistant/Receptionist

Daytona State College, Associates Degree

PROJECT LIST available upon request

ORGANIZATIONS

Halifax/Daytona Beach Chamber of Commerce
Ormond Beach Chamber of Commerce
Volusia Manufacturers Association
Volusia/Flagler Home Builder Assn. Member
Flagler Area Chamber of Commerce
Florida Green Building Coalition Member
American Society of Healthcare Engineers

CORPORATE RESUME

GARY L. ROBERTS
President

EMPLOYMENT

Commercial Construction, Inc. **April, 2005 to Present**
President of this firm specializing in design/build, remodels, renovations and new construction of commercial construction projects throughout Florida and Georgia.

Representative projects include:

Airgas – Daytona, Panama City, Cocoa, Clearwater, Ft. Lauderdale, Ft. Lauderdale
 New Bldg., Miami 58th Street,
 Miami 77th Street, Jacksonville and Tank Barriers
 Emergency Communications Network
 Chemical South
 Covidien
 Gambro

RW Builders, Inc. **2001 to 2005**
Vice President

Foley and Associates Construction Company, Inc. **1997 to 2001**
Project Manager

The Haskell Co. **1990 to 1997**
Project Manager
 Frito-Lay Salty Snack Plants
 Proctor & Gamble Manufacturing Plants
 Kraft Food Warehouse

The Haskell Co. **1980 to 1990**
Mechanical and Plumbing Designer and QA Coordinator

EDUCATION

Florida Community College
 Associate of Arts Degree in Construction

California Coastal University
 Bachelor's Degree in Business Management

Licenses and Certifications

Florida Certified General Contractor, # CGC 059441

Georgia Certified General Contractor, #GCQA003258
Mississippi Certified General Contractor #19670-MC
Florida Certified Plumbing Contractor, # CFC 056923
ASHE (American Society of Healthcare Engineers) Certified
OSHA Training Course

CORPORATE RESUME

PAMELA ROBERTS
Secretary/Treasurer

EMPLOYMENT

Commercial Construction, Inc. **April, 2005 to Present**
Secretary/Treasurer of this firm specializing in design/build, remodels, renovations and new construction of commercial construction projects. Responsible for all aspects of accounting, preparation of proposals and contracts and maintain records on all same. Track all notices to and from office. Function as Payroll Specialist. Prepare plans as needed. Perform administrative duties for President as required.

Daytona Beach Community College **2003 to 2005**
Instructor teaching both the LPN program and the dual enrollment program for CNA.

Halifax Medical Center **2004**
Registered Nurse – Neonatal ICU

Florida Hospital-Ormond Beach **2001 to 2003**
Registered Nurse – Labor and Delivery

Jacksonville Health Care Group **1985 to 1993**
Registered Nurse serving as Charge Nurse in the Family Practice area. Formerly worked in the Pediatrics Unit.

EDUCATION

University of Central Florida
Bachelor's to Master's Degree

Daytona Beach Community College, Daytona Beach, FL
Registered Nurse

FCCJ, Jacksonville, FL

Flagler College, St. Augustine, FL

LICENSES AND CERTIFICATIONS
Florida Licensed Registered Nurse

CORPORATE RESUME

JEFFREY T. PETERSEN
General Contractor/Project Manager
CGC1520848

EMPLOYMENT

Commercial Construction, Inc. **June, 2005 to Present**
Certified General Contractor/Project Manager in this firm specializing in design/build, remodels, renovations and new construction of commercial construction projects throughout Florida.

Representative projects include:**Project Manager:**

Florida Hospital (MRI, Operating Room, Lab) AHCA Experience.
Chemical South
Covidien
Gambro

US Army **June 2003 to Sep 2005**
First Sergeant, 708th Maintenance Company

US Army **June 1989 to June 2003**
Instructor/Writer, Regional Training Site Maintenance
Allied Signal Bendix **June 1988 to June 1989**

Weapons Technician
US Army **June 1983 to June 1988**
Tank Commander

EDUCATION

Excelsior College
BA Business Management

Columbia College
AA Liberal Arts

Licenses and Certifications

General Contractors License CGC1520848

Equal Opportunity Advisor

ASHE (American Society of Healthcare Engineers) Certified

OSHA Training Course

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: Designs for Health
Contact Person: Phil Lizotte
City, State: Palm Coast, FL
Telephone Number: 413-530-0112
Email Address: Phil@DesignsforHealth.com
Description of goods or
Services provided: Office Remodel & HVAC Replacement
Contract Amount: \$285,000.00
Start/End Date of Contract: March, 2016-October, 2016
2. Company Name: Palmer College of Chiropractic Florida
Contact Person: Scott Kenney
City, State: Port Orange, FL
Telephone Number: 386-763-2690
Email Address: scott.kenney@palmeredu.com
Description of goods or
Services provided: Interior Buildout, HVAC renovation
Contract Amount: \$54,164.84
Start/End Date of Contract: September, 2016-October, 2016
3. Company Name: Doran Building
Contact Person: Sue Young
City, State: Daytona Beach, FL
Telephone Number: 386-253-1111
Email Address: syoun@Doranlaw.com
Description of goods or
Services provided: HVAC replacement
Contract Amount: \$12,000.00
Start/End Date of Contract: October 1, 2015-October 6, 2015

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: DG Meyer, Inc.

Description of Work: HVAC and Electrical

Percent of Contract Price: 73%

Previous Experience Together: ☒ Yes ☐ No Yes

Subcontractor No. 2

Name: A&W Construction Services, Inc.

Description of Work: Drywall, Acoustical Ceiling Repair

Percent of Contract Price: 4%

Previous Experience Together: ☒ Yes ☐ No Yes

Subcontractor No. 3

Name: Robert Horner Painting

Description of Work: Painting

Percent of Contract Price: 2%

Previous Experience Together: ☒ Yes ☐ No Yes

Subcontractor No. 4

Name: Concret Plus

Description of Work: Concrete work for sidewalk and pad

Percent of Contract Price: 3%

Previous Experience Together: ☒ Yes ☐ No Yes

Subcontractor No. 5

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 6-8-17

FIRM NAME: Commercial Construction, Inc.

ADDRESS: 7 Sunshine Blvd

CITY: Ormond Beach STATE: FL ZIP CODE: 32174

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

ADDRESS: n/a

TEL. # (including area code): 386-238-1570 FAX # 386-238-1571

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Gary Roberts

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 20-2690067

E-MAIL ADDRESS: groberts@ccidaytona.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2005

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 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: Gary Roberts Title: President

Commodity/Services Construction

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) Commercial Construction, Inc.	
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.) 7 Sunshine Blvd.	Requester's name and address (optional)
City, state, and ZIP code Ormond Beach, FL 32174	
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								
				-				

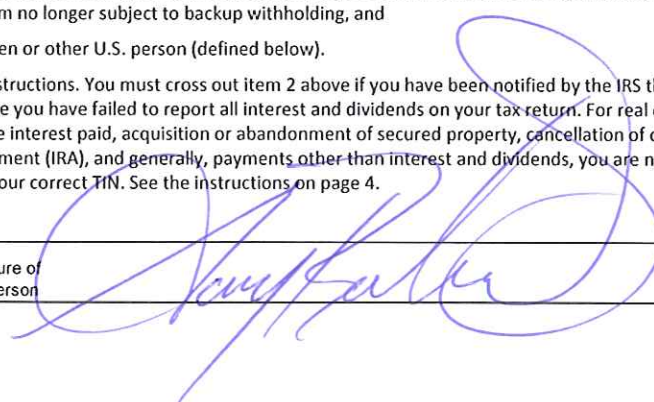
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
2	0	-	2	6	9	0	0	6	7

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).
- 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
		6/14/17

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

FORM 7.12 – 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): 17-27

BUSINESS NAME: Commercial Construction, Inc.

CONTACT PERSON/TITLE: Gary Roberts/President

MAILING ADDRESS: 7 Sunshine Blvd.

CITY-STATE-ZIP: Ormond Beach, FL 32174

Length of Time at Address Provided: 3 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): 20-2690067

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-238-1570 FAX: 386-238-1571

EMAIL: groberts@ccidaytona.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 Gary Roberts who, after being sworn according to law, stated that he or she was authorized to represent Commercial Construction, Inc. to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 14th DAY OF June, 2017
My Commission Expires: 6-29-20

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

7.12

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 200606260004 Expires: September 30, 2017
Business Location: 7 SUNSHINE BLVD

Business Name: COMMERCIAL CONSTRUCTION, INC
Owner Name: GARY L & PAMELA L ROBERTS
Mailing Address: 7 SUNSHINE BLVD
ORMOND BEACH, FL 32174

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	16	\$36.00

▪ This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-66317

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

COMMERCIAL CONSTRUCTION INC
624 N WILD OLIVE AV
CONTRACTOR
CONSTRUCTION OFFICE

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-66317	TAX RECEIPT NO.
66317	ACCOUNT NO.
08/24/2007	VALID FROM
09/30/2015	VALID TO
08/29/2014	DATE PAID
\$100.00	AMOUNT PAID

0355 CONTRACTOR FEES

GARY ROBERTS
COMMERCIAL CONSTRUCTION INC
624 N WILD OLIVE AVENUE
DAYTONA BEACH, FL 32118

17-26048

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

7-12
Fee: \$105.00
Valid 8/02/16 - 9/30/17

Classification	Comments/Restrictions	Location / Phone
GENERAL CONTRACTOR - RENEWAL LICENSE	COMMERCIAL CONSTRUCTION INC (SALVATOR) 7 SUNSHINE BLVD. ORMOND BEACH FL 32174	7 SUNSHINE BLVD (386) 238-1570

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

17-25974

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: \$125.00
Valid 8/02/16 - 9/30/17

Classification	Comments/Restrictions	Location / Phone
GENERAL CONTRACTOR - RENEWAL LICENSE	COMMERCIAL CONSTRUCTION INC (ROBERTS) 7 SUNSHINE BLVD ORMOND BEACH FL 32174	7 SUNSHINE BLVD (386) 238-1570

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.



09/16/2016

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

LISTING CARD

7.12

162855

To: COMMERCIAL CONSTRUCTION INC
7 SUNSHINE BLVD
ORMOND BEACH, FL 32174

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card	
VOL # 05021702	EXPIRES 09/30/2018
THIS CERTIFIES GARY LYNN ROBERTS COMMERCIAL CONSTRUCTION INC	
IS LICENSED AS A 01 CONSTRUCTION CONTRACT.-CLASS A CGC059441 IN THE COUNTY OF VOLUSIA, FLORIDA	
BY <u>Joe Ferrault</u>	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	



Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

LISTING CARD

09/16/2016

162856

To: COMMERCIAL CONSTRUCTION INC
7 SUNSHINE BLVD
ORMOND BEACH, FL 32174

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Listing Card	
VOL # 05021702	EXPIRES 09/30/2018
THIS CERTIFIES GARY LYNN ROBERTS COMMERCIAL CONSTRUCTION INC	
IS LICENSED AS A 07 MASTER PLUMBER CFC056923 IN THE COUNTY OF VOLUSIA, FLORIDA	
BY <u>Joe Ferrault</u>	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	



"ATTACHMENT 1" ITB 17-27 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER

ITB# 17-27

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar 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: Commercial Construction, Inc.

CONTACT PERSON: Jeff Petersen

EMAIL ADDRESS: jpetersen@ccidaytona.com

AUTHORIZED SIGNATURE: 

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC REPLACEMENT AT THE ALLEN GREEN CIVIC CENTER PER SPECIFICATION.	1	EA	\$ 47,256.00	\$ 47,256.00
2	PERMIT ALLOWANCE.	1	EA	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID 1-2					\$ 48,756.00



COMME-6

OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2017

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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Fulton	CONTACT NAME: ELINN PEACOCK
	PHONE (A/C, No, Ext): 386-944-5804 FAX (A/C, No): 386-333-6113
	E-MAIL ADDRESS: EPEACOCK@BBDAYTONA.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Ins Co NAIC # 35378
	INSURER B: Bridgefield Employers 10701
	INSURER C: Federal Insurance Company 20281
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
COMMERCIAL CONSTRUCTION, INC
7 SUNSHINE BLVD
ORMOND BEACH, FL 32174

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		3C07231	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			MKLV2EUL100875	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			83049928	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	INLAND MARINE			45469146	02/18/2016	02/18/2017	LEAS/RENT 100,000

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY PER FORM CG2010 0704.

CERTIFICATE HOLDER

CANCELLATION

CITYP02 CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129	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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COMME-6

OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2017

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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Fulton	CONTACT NAME: ELINN PEACOCK
	PHONE (A/C, No, Ext): 386-944-5804 FAX (A/C, No): 386-333-6113
	E-MAIL ADDRESS: EPEACOCK@BBDAYTONA.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Evanston Ins Co NAIC # 35378
	INSURER B: Bridgefield Employers 10701
	INSURER C: Federal Insurance Company 20281
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
COMMERCIAL CONSTRUCTION, INC
7 SUNSHINE BLVD
ORMOND BEACH, FL 32174

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	3C07231	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE		MKLV2EUL100875	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	83049928	01/01/2017	01/01/2018	☒ 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
C	INLAND MARINE		45469146	02/18/2016	02/18/2017	LEAS/RENT 100,000

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

RE PROJECT: PALMER COLLEGE OF CHIROPRACTIC FLORIDA
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY
ON A PRIMARY AND NON-CONTRIBUTORY BASIS PER FORMS CG2010 0704 & CG2001 0413.

CERTIFICATE HOLDER

CANCELLATION

PALMC25

PALMER COLLEGE OF CHIROPRACTIC
DAVENPORT, IA
1000 BRADY STREET
DAVENPORT, IA 52803

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



COMME-6

OP ID: EP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Fulton		386-252-9601	CONTACT NAME: ELINN PEACOCK	
			PHONE (A/C, No, Ext): 386-252-9601	FAX (A/C, No): 386-239-5729
			E-MAIL ADDRESS: EPEACOCK@BBDAYTONA.COM	
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: Evanston Ins Co	NAIC # 35378
			INSURER B: Bridgefield Employers	10701
			INSURER C:	
			INSURER D:	
			INSURER E:	
			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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			3C07231	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MKL2EUL100875	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83049928	01/01/2017	01/01/2018	☒ 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

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

CERTIFICATE HOLDER	CANCELLATION
COMME-6 COMMERCIAL CONSTRUCTION, INC. 7 SUNSHINE BLVD ORMOND BEACH, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC059441

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ROBERTS, GARY LYNN
COMMERCIAL CONSTRUCTION INC
7 SUNSHINE BLVD
ORMOND BEACH FL 32174



ISSUED: 05/12/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605120001020

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1507910

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

SAMMARO, SALVATORE MICHAEL
COMMERCIAL CONSTRUCTION INC
7 SUNSHINE BLVD
ORMOND BEACH FL 32174



ISSUED: 05/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605170001377

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1520848

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

PETERSEN, JEFFREY THOMAS
COMMERCIAL CONSTRUCTION, INC.
4 BRYAN JAMES WAY
ORMOND BEACH FL 32174



ISSUED: 05/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605180000797



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B7c) Approval of Agreement and Easement with FPL for permanent power at Riverwalk Park 1B

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the FPL Agreement and Easement and authorize the Mayor and City Clerk to execute the necessary documents.

SUMMARY: Construction progress at Riverwalk Park has reached the point where the electrical feed and transformer locations have been staked and surveyed. FPL requires an easement to be recorded and an Underground Distribution Facilities Installation Agreement to be executed prior to installing the transformers. A purchase order in the amount of \$18,876 has been issued and all that remains to schedule the work with FPL is the execution of these documents.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Easement Document w/exhibit	Easement Document with Exhibit.pdf
2.	Underground Facility Agreement	RW Park 1B FPL Underground Dist Facilities Inst Agmt.pdf

Margaret Tomlinson
Wayne Clark
Margaret Roberts
Shannon Balmer
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 06/28/2017
Approved - 06/28/2017
Approved - 06/30/2017
Approved - 06/30/2017
Approved - 07/03/2017
Approved - 07/03/2017
Final Approval - 07/03/2017

Work Request No. 7501699

Sec.3, Twp 15 S, Rge 33 E

Parcel I.D. 6303-10-01-0020
(Maintained by County Appraiser)

EASEMENT (INDIVIDUAL)

This Instrument Prepared By

Name: Beverly Hutto
Co. Name: Florida Power & Light
Address: 3000 Spruce Creek Rd
Port Orange, FL 32129

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

By: _____

Print Name: Donald O. Burnette, Mayor

Print Address: 1000 City Center Circle
Port Orange, FL 32129

(Witness' Signature)

Print Name: _____
(Witness)

By: _____

Print Name: Robin L. Fenwick, City Clerk

Print Address: 1000 City Center Circle
Port Orange, FL 32129

(Witness' Signature)

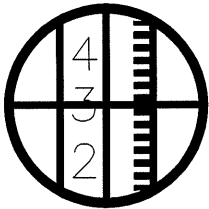
Print Name: _____
(Witness)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, and _____ who is (are) personally known to me or has (have) produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

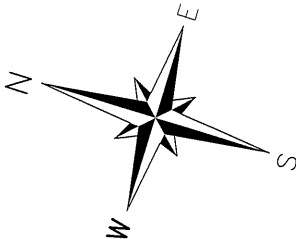
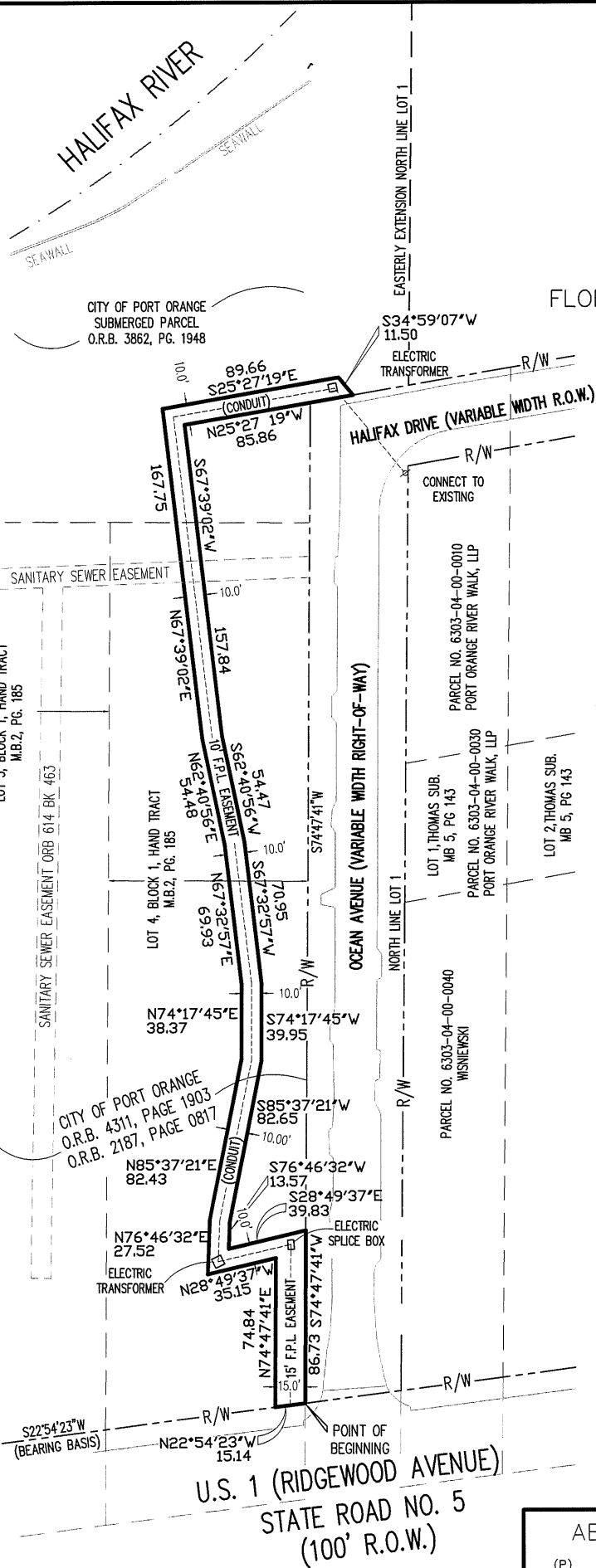
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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www.sligerassociates.com



"RIVERWALK PARK"
FLORIDA POWER & LIGHT EASEMENT

SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

DESCRIPTION:

A FLORIDA POWER AND LIGHT EASEMENT LYING WITHIN LOT 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE SAME BEING LANDS OF THE CITY OF PORT ORANGE AS RECORDED IN OFFICIAL RECORDS BOOK 4311, PAGE 1903 AND OFFICIAL RECORDS BOOK 2187, PAGE 0817 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA AND A PORTION OF SUBMERGED PARCEL TO THE CITY OF PORT ORANGE AS RECORDED IN OFFICIAL RECORDS BOOK 3862, PAGE 1948, OFFICIAL RECORDS, VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

SEE SHEET 2 OF 2 FOR COMPLETE DESCRIPTION.

REVISED 6/30/2017

SCALE: 1"=80'

FIELD BOOK:

PAGE:

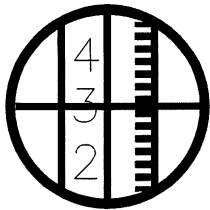
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYORS NOTES

- 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
- 2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. BEARING STRUCTURE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE (S.R. NO. 5) BEING S22°54'23"W.
- 4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
- 5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- 8. DESCRIPTION PREPARED BY SLIGER AND ASSOCIATES, INC.

LEGAL DESCRIPTION

DESCRIPTION: (BY SLIGER & ASSOCIATES, INC.)

A FLORIDA POWER AND LIGHT EASEMENT LYING WITHIN LOT 4 BLOCK 1, HENRY P. HAND SUBDIVISION, AS RECORDED IN MAP BOOK 2, PAGE 185 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE SAME BEING LANDS OF THE CITY OF PORT ORANGE AS RECORDED IN OFFICIAL RECORDS BOOK 4311, PAGE 1903 AND OFFICIAL RECORDS BOOK 2187, PAGE 0817 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA AND A PORTION OF SUBMERGED PARCEL TO THE CITY OF PORT ORANGE AS RECORDED IN OFFICIAL RECORDS BOOK 3862, PAGE 1948, OFFICIAL RECORDS, VOLUSIA COUNTY, FLORIDA, TOGETHER WITH ANY RIPARIAN RIGHTS THAT MAY EXIST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 4, BLOCK 1, HENRY P. HAND SUBDIVISION, BEING THE INTERSECTION OF THE NORTHERLY LINE OF OCEAN AVENUE WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 1 (RIDGEWOOD AVENUE) (S.R.5) A 100 FOOT RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD AVENUE, N22°54'23"W, A DISTANCE OF 15.14 FEET; THENCE DEPART SAID EASTERLY RIGHT-OF-WAY LINE, N74°47'41"E, A DISTANCE OF 74.84 FEET; THENCE N28°49'37"W, A DISTANCE OF 35.15 FEET; THENCE N76°46'32"E, A DISTANCE OF 27.52 FEET; THENCE N85°37'21"E, A DISTANCE OF 82.43 FEET; THENCE N74°17'45"E, A DISTANCE OF 38.37 FEET; THENCE N67°32'57"E, A DISTANCE OF 69.93 FEET; THENCE N62°40'56"E, A DISTANCE OF 54.48 FEET; THENCE N67°39'02"E, A DISTANCE OF 167.75 FEET; THENCE S25°27'19"E, A DISTANCE OF 89.66 FEET; THENCE S34°59'07"W, A DISTANCE OF 11.50 FEET TO A POINT IN THE EASTERLY LINE OF HALIFAX DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY LINE, N25°27'19" W, A DISTANCE OF 85.86 FEET; THENCE S67°39'02"W, A DISTANCE OF 157.84 FEET; THENCE S62°40'56"W, A DISTANCE OF 54.47 FEET; THENCE S67°32'57"W, A DISTANCE OF 70.95 FEET; THENCE S74°17'45"W, A DISTANCE OF 39.95 FEET; THENCE S85°37'21"W, A DISTANCE OF 82.65 FEET; THENCE S76°46'32"W, A DISTANCE OF 13.57 FEET; THENCE S28°49'37"E, A DISTANCE OF 39.83 FEET TO A POINT IN THE NORTHERLY LINE OF AFOREMENTIONED OCEAN AVENUE; THENCE ALONG SAID NORTHERLY LINE, S74°47'41"W, A DISTANCE OF 86.73 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN THESE METES AND BOUNDS, 6,764 SQUARE FEET OF LAND, MORE OR LESS.

NOTE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE:

A PORTION OF "HENRY P. HAND SUBDIVISION" MAP BOOK 2, PAGE 185, VOLUSIA COUNTY, FLORIDA
BEING LANDS OF "CITY OF PORT ORANGE", O.R.B. 4311, PG. 1903 VOLUSIA COUNTY, FLORIDA

THIS SKETCH AND DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH	FLORIDA POWER AND LIGHT	06-19-17	17-0593
	SABOUNGI CONSTRUCTION INC.	06-19-17	17-0593

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

DATE	JOB NO.	P.C.	DRW.	CHECKED BY	DATE
JUNE 19, 2017	17-0593	N/A	PGJ	PGJ	
JUNE 30, 2017	17-0593	N/A	PGJ	PGJ	

HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
PETER G. JOHNSON, P.S.M. NO. 5913
MICHAEL S. MURPHY, P.S.M. NO. 6208



WR# 7501699

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this ____ day of _____, 2017 by and between City of Port Orange (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Riverwalk located in Port Orange_Volusia.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$18,876 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, Three phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, at no cost to FPL, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
- Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - A construction schedule,
 - An estimate of when electric service will be required, and
 - Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
- Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
 - Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
 - Provide a meter enclosure, downpipe and ell which meet all applicable codes and FPL specifications and which will accommodate FPL's service cable size and design. These items must be confirmed with FPL prior to purchase. FPL will not be responsible for costs involved in modifying or replacing items which do not meet the above criteria.
9. FPL shall:
- Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
 - Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

Accepted:

Customer Donald O. Burnette, Mayor (Date)

Witness Robin L. Fenwick, City Clerk (Date)

Witness (Date)

Exhibit "A"

This cost is based on request to install 2 3 ph 150 kva padmount transformers for Riverwalk Ph 2. No 3 phase equipment or 75 kva of 3 phase load so CIAC is based on differential cost for 1 ph overhead and the 3 phase underground requested. Customer is installing all facilities on site, material only included in estimate. FPL will install the directional bore under US 1.

Cost In Aide of Construction (CIAC)

UG WR# 7501699 \$40193

OH WR# 7657375 \$21317

CIAC due \$18876

City of Port Orange is the requestor and will pay after the work has been completed.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B8) Resolution No. 17-28 – Easement Vacation – Lot 33, Waters Edge – Phase XII

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 17-28.

SUMMARY: The Community Development Department has received an easement vacation application for the southerly 10.00 feet of the northerly rear-yard 20.00-foot wide Drainage Easement located on Lot 33 of the Waters Edge – Phase XII subdivision. I.C.I. Homes, applicant on behalf of Monique Robinson, the property owner, has submitted the application in connection with a proposal to eliminate excess easement encumbrance in the rear yard of the subject property for a swale and drainage pipe that were constructed further to the North than originally proposed. Site inspections and as-built plan review have been completed to confirm that sufficient easement area will remain for the constructed drainage improvements.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject area. The easement area may be vacated, as described in the attached Exhibit “A”.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-28	2017_06_29_17_09_32.pdf
2.	aerial photo	wedge12 aerial.pdf
3.	location map	wedge12 location.pdf
4.	survey drawing	wedge12 drawing.pdf

Chip Glor
Wayne Clark
Margaret Roberts
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 06/23/2017
Approved - 06/23/2017
Approved - 06/29/2017
Approved - 06/29/2017
Approved - 06/30/2017
Final Approval - 06/30/2017

RESOLUTION NO.17-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE REAR YARD DRAINAGE
EASEMENT LOCATED AT 6809 FORKMEAD LANE ON
LOT 33 OF WATERS EDGE SUBDIVISION – PHASE XII;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Monique J. Robinson, is the record owner of Lot 33, Waters Edge Subdivision – Phase XII, according to the Warranty Deed recorded in Official Records Book 7276, Page 4173, Public Records of Volusia County, Florida, and have applied for the vacation of a 10-foot wide portion of the 20-foot wide northerly rear-yard drainage easement located at 6809 Forkmead Ln., in connection with the construction of a pool; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easements as more particularly described on the attached **Exhibit "A."**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the public in the portion of the drainage and utility easements depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 33, the Waters Edge Subdivision – Phase XII, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, CMC, City Clerk

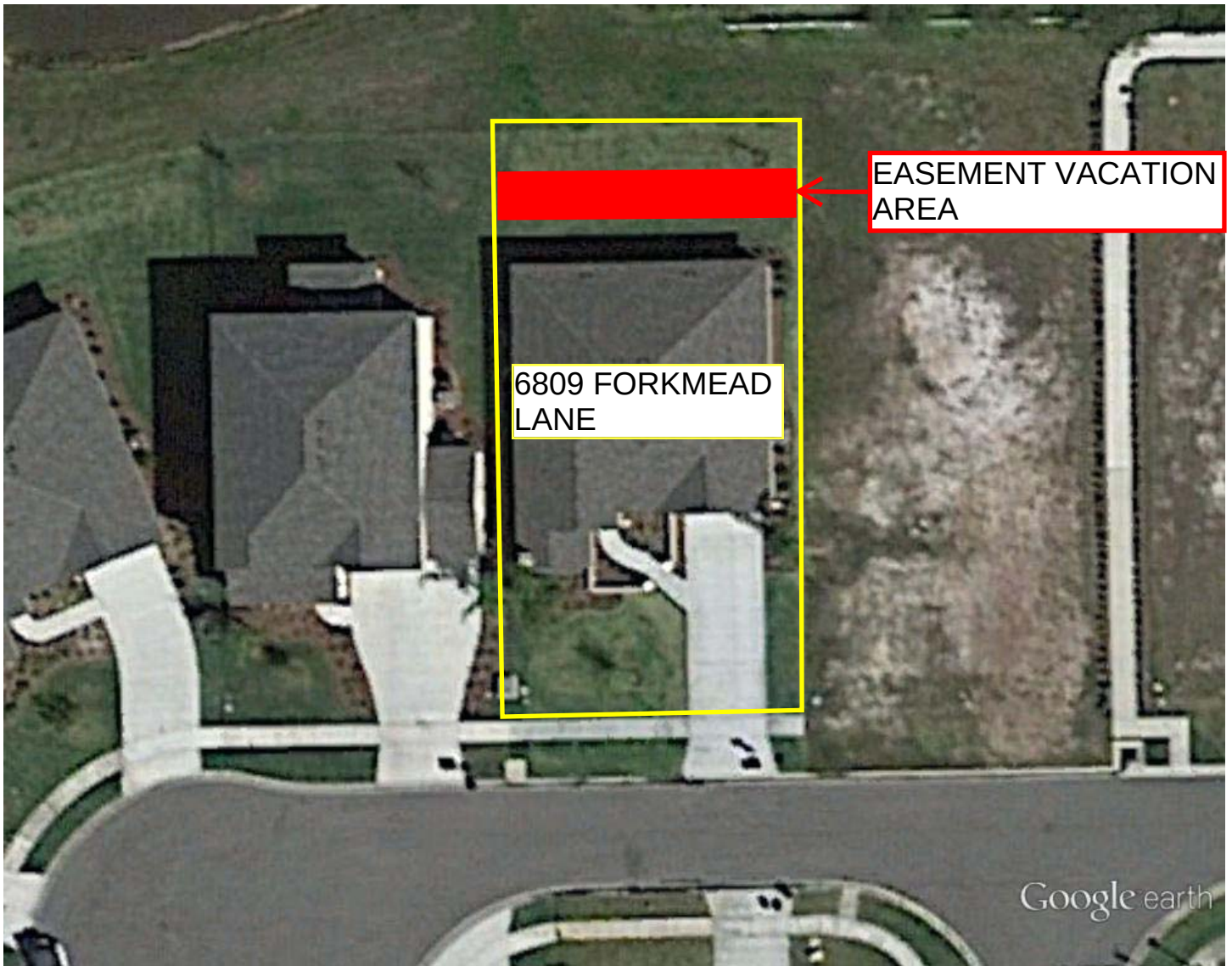
Adopted on the ____ day of _____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The southerly 10.00 feet of the northerly rear-yard 20.00-feet wide Drainage Easement located on Lot 33, Waters Edge – Phase XII, as per the plat recorded in Map Book 56, Pages 145 and 146, Public Records of Volusia County, Florida.

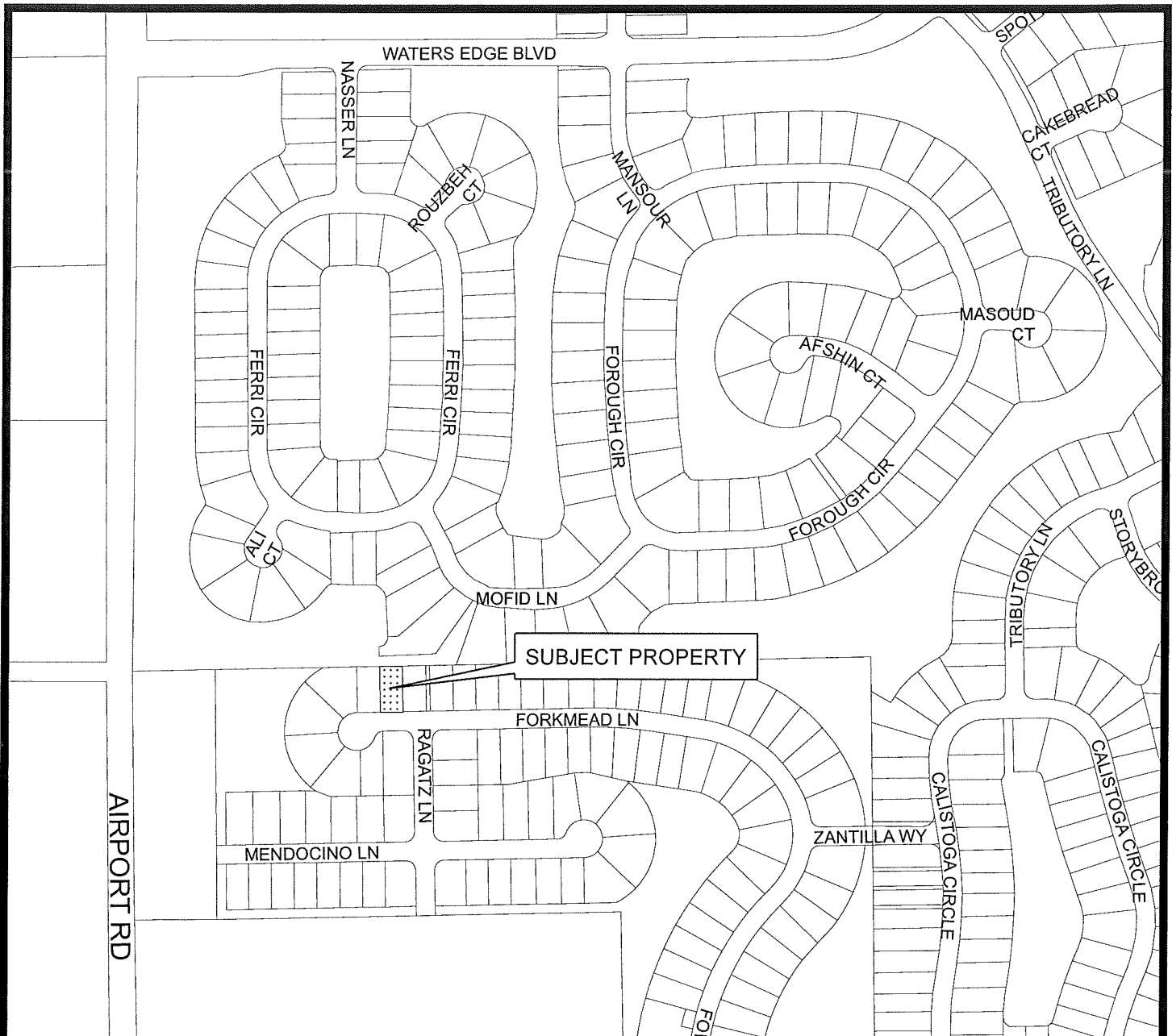


Google earth

feet 100
meters 30



LOT 33, WATERS EDGE - PHASE XII



Case No.: 17-35000004

Applicant: Richard Smith, I.C.I. Homes,
on behalf of Monique
Robinson, property owner

Location: Lot 33, Waters Edge - Phase XII
(6809 Forkmead Lane)

Requested Action: To vacate a portion
of the rear yard
Drainage Easement
located on Lot 33,
Waters Edge -
Phase XII



Location Map

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

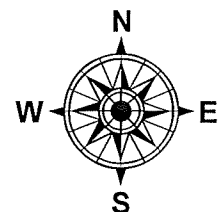
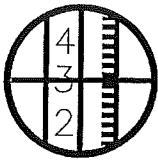


EXHIBIT "A"



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

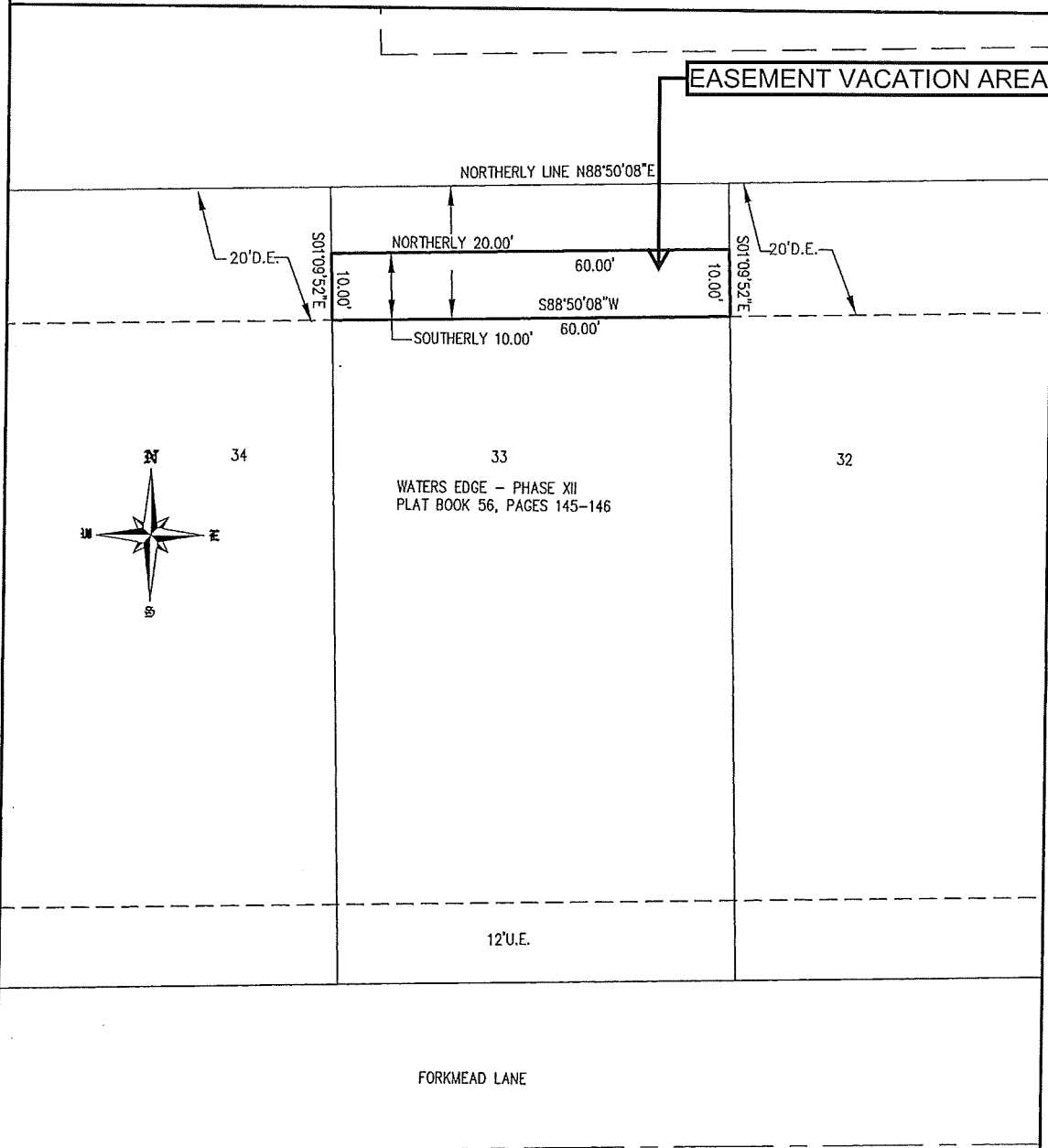
3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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www.sligerassociates.com



FOR: INTERVEST CONSTRUCTION, INC.
SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

DESCRIPTION: THE SOUTHERLY 10.00 FEET OF THE
NORTHERLY 20.00 FEET OF LOT 33, WATERS EDGE -
PHASE XII, AS RECORDED IN PLAT BOOK 56, PAGES 145
AND 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA.

JOB #17-0612

SCALE: 1"=20'

FIELD BOOK:

PAGE:

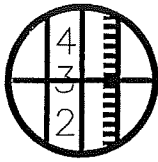
ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY LINE OF WATERS EDGE - PHASE XII, PLAT BOOK 56, PAGES 145 AND 146 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA BEING N88°50'08"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
6. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA		
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: INTERVEST CONSTRUCTION, INC.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	MAY 30, 2017	17-0612		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN J. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B9) Resolution No. 17-30 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-30.

SUMMARY: *\$5,000 Transfer from 317 Fund to 103 Fund within Riverwalk Project AIO004

*\$25,000 Increase Inspection Contract Services in the 109 Bldg. Special Revenue Fund

*\$169,694 CDBG Fund 110 Reallocate Prior Year Projects to Paving

*\$350,000 LAP Agreement 435500-1-58/68-01 McDonald Road Sidewalk (Contract G0N45) - City Project OMI019

*\$317,803 LAP Agreement 435536-1-58/68-01 Victoria Gardens Sidewalk (Contract G0N46) - City Project OMI018

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-30	Reso. No. 17-30.pdf
----	-----------------	---------------------

Lisa Pallante
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 07/03/2017
Approved - 07/03/2017
Approved - 07/05/2017
Approved - 07/05/2017
Final Approval - 07/05/2017

RESOLUTION NO. 17-30

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING AND CAPITAL FUNDS TO BUDGET FOR
THE TRANSFER OF FUNDS WITHIN THE
RIVERWALK PROJECT FROM GENERAL CAPITAL
FUND 317 TO THE TOWN CENTER TAX INCREMENT
FUND 103; ADDITIONAL INSPECTION CONTRACT
SERVICES IN THE BUILDING FUND; REALLOCATE
PRIOR YEAR CDBG FUNDS TO PAVING PROJECTS;
AND FOR LOCAL AGENCY PROGRAM (LAP)
AGREEMENTS FOR MCDONALD ROAD SIDEWALKS
AND VICTORIA GARDENS SIDEWALKS, SETTING
FORTH REVENUES AND EXPENDITURES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the transfer of \$5,000 attached to the Riverwalk Project AIO004 in the 317 General Capital Fund to the Town Center Tax Increment Fund 103 and attach it to the same Riverwalk Project AIO004 to fund City expenditures; and

WHEREAS, the City Council desires to budget an additional \$25,000 for inspection contract services in the Building Special Revenue Fund 109; and

WHEREAS, the City Council desires to budget for the reallocation of prior year Community Development Block Grant (CDBG) funding, in the amount of \$169,694, to City Paving Project CDBG06; and

WHEREAS, the City Council desires to budget \$350,000 for LAP Agreement FPN: 435500-1-58/68-01 Contract No. G0N45 for the McDonald Road Sidewalk from Sauls Street to 6th Street, City Project OMI019; and

WHEREAS, the City Council desires to budget \$317,803 for LAP Agreement FPN: 435536-1-58/68-01 Contract No. G0N46 for the Victoria Gardens Sidewalk from Clyde Morris Blvd. to Applevue Way, City Project OMI018; 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 **Town Center Tax Increment Fund 103**
Prepared: **July 3, 2017**
Finance: **Lisa Pallante**

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Transfer from General Capital Fund 317	\$ 5,000
	-
	-
	-
Total Revenues:	<u>\$ 5,000</u>
 <u>Expenditures:</u>	
Capital Outlay	\$ 5,000
	-
	-
Total Expenditures:	<u>\$ 5,000</u>

*To budget for a transfer of \$5,000 currently appropriated for the Riverwalk Project AIO004 in the General Capital Fund 317 to the Riverwalk Project in the 103 Town Center Tax Increment Fund. This is just moving funds from one Fund to another Fund within the Riverwalk Project.

FY2017
Prepared:
Finance:

Building Special Revenue Fund 109
July 3, 2017
Lisa Pallante

	Budget Increase / (Decrease)
<u>Revenues:</u>	
	\$ -
	-
	-
Appropriated Equity	25,000
Total Revenues:	<u>\$ 25,000</u>
<u>Expenditures:</u>	
Gen. Gov't Srvcs - Community Development - Building Division	\$ 25,000
	-
	-
	-
Total Expenditures:	<u>\$ 25,000</u>

*To fund an additional \$25,000 for construction inspection services due to staff turnover, the large number of subdivisions under construction and the ongoing large number of inspections related to roof replacement and other storm related projects.

FY2017 **Community Development Block Grant (CDBG) Fund 110**
Prepared: **July 3, 2017**
Finance: **Lisa Pallante**

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Intergovernmental - Federal Grant - CDBG	\$ 169,694
	-
	-
	-
Total Revenues:	\$ 169,694
<u>Expenditures:</u>	
Housing and Urban Development - Capital Outlay	\$ 169,694
	-
	-
	-
Total Expenditures:	\$ 169,694

*To reallocate CDBG funding from prior years to paving project CDBG06 Road Repair. This \$169,694 will be added to the current FY17 budget of \$67,194 on CDBG06 for a new project total of \$236,888.

FY2017 **Transportation Impact Fee Fund 312**
Prepared: **July 3, 2017**
Finance: **Lisa Pallante**

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Intergovernmental - State Grant - FDOT Local Agency Program (LAP) Agreement FPN: 435500-1-58/68-01 Contract No.: G0N45 Project: McDonald Road Sidewalk from Sauls St. to 6th St. City Project No. OMI019	\$ 350,000
Intergovernmental - State Grant - FDOT Local Agency Program (LAP) Agreement FPN: 435536-1-58/68-01 Contract No.: G0N46 Project: Victoria Gardens Sidewalk from Clyde Morris Blvd. to Appleview Way City Project No. OMI018	317,803
Total Revenues:	\$ 667,803
<u>Expenditures:</u>	
Transportation	\$ 350,000
Transportation	317,803
	-
	-
Total Expenditures:	\$ 667,803

*To budget for 2 (two) LAP Agreements for McDonald Road Sidewalk and Victoria Gardens Sidewalk.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (B10) Notice of Tentative Increase of Non-Ad Valorem Stormwater Utility Assessment Rate

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve a tentative increase to the non-ad valorem stormwater utility assessment of \$20.00 per Single-Family Unit (SFU) - resulting in a new assessment rate of \$120.00 per SFU per year, and authorizing the City Manager to notify the Property Appraiser of the proposed increase.

SUMMARY: Council's consensus from the June 20th Workshop was to explore an increase of the non-ad valorem stormwater utility assessment rate in order to fund the FY17 stormwater capital projects (including the Virginia/Monroe Project) and continued maintenance of the City's stormwater infrastructure.

Staff is currently researching the procedural requirements for adopting an increase in the non-ad valorem stormwater assessment rate. By approving a tentative rate increase, Council will give staff sufficient time to determine the appropriate manner of adoption without jeopardizing the City's ability to move forward by meeting the timeline required for notice to the Property Appraiser's Office of a tentative increase. If the increase is unable to be processed and placed on the upcoming property tax bill, Council will be able to rescind the proposed increase, and staff will be able to process the increase to be effective next year.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracey Riehm
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 07/05/2017
Approved - 07/06/2017
Approved - 07/07/2017
Approved - 07/10/2017
Final Approval - 07/10/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B11) Request for Major Special Event – Remarkable River Run 5K/15K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Remarkable River Run 5K/15K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and Panhead's Pizzeria 4085 Ridgewood Avenue.

SUMMARY: Staff has received a repeat special event request for a 5K and 15K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 7:00 a.m. until 11:00 a.m. on Sunday, September 24, 2017. The 15K race takes place in Port Orange and Daytona Beach Shores. The applicant has provided the approval from Daytona Beach Shores to hold the event in their community.

The 15K race will start at Panheads Pizzeria located at 4085 Ridgewood Avenue and head South on Halifax Drive turning right on Fleming Avenue, left on Palmetto Avenue, left on Katherine Street, right on Halifax Drive turning around at the dead end to run north on Riverside/Halifax Drive, left on Katherine Street, right on Palmetto Street, right on Fleming Avenue, and left on Halifax Drive. The runners will then continue over the Dunlawton bridge, make a right on Peninsula Drive, left on Demotte Avenue, right onto Cardinal Boulevard, right on Dahlia Avenue, and then turn around to come back over the Dunlawton bridge finishing at the garage entrance to Panhead's Pizzeria.

The 5K race will start at Panheads Pizzeria, head South on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Panhead's Pizzeria.

There will be an awards ceremony after completion of the race to be held at Panheads Pizzeria. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

The event director has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the 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 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

The proposed event is structured in the same way as the prior events approved for the

Remarkable River Run 5K/15K and qualifies for the repeat event reduced application fee of \$150. Staff is not aware of any concerns or issues with past events.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	STAFF REPORT Remarkable River.pdf
----	--------------	-----------------------------------

Melanie Schmotzer	Created/Initiated - 06/28/2017
Wayne Clark	Approved - 06/28/2017
Thomas Grimaldi	Approved - 06/29/2017
Jake Johansson	Approved - 06/29/2017
Robin Fenwick	Final Approval - 06/29/2017



STAFF REPORT

MAJOR SPECIAL EVENT REQUEST

REQUEST: Remarkable River Run 5K/15K

OWNER: Final Mile Race Management

APPLICANT: Jennifer Florida

PROJECT LOCATION: Aunt Catfish Restaurant – 4009 Halifax Drive
Galbreath's – 4108 Halifax Drive
Panhead's – 4085 Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Compliance Inspector

CITY COUNCIL DATE: July 18, 2017

INTRODUCTION:

Staff has received a repeat special event request for a 5K and 15K race from Jennifer Florida, owner of Final Mile Race Management. The proposed hours of the event are from 7:00 a.m. until 11:00 a.m. on Sunday, September 24, 2017. The 15K race takes place in Port Orange and Daytona Beach Shores. The applicant has provided the approval from Daytona Beach Shores to hold the event in their community.

The 15K race will start at Panheads Pizzeria located at 4085 Ridgewood Avenue and head South on Halifax Drive turning right on Fleming Avenue, left on Palmetto Avenue, left on Katherine Street, right on Halifax Drive turning around at the dead end to run north on Riverside/Halifax Drive, left on Katherine Street, right on Palmetto Street, right on Fleming Avenue, and left on Halifax Drive. The runners will then continue over the Dunlawton bridge, make a right on Peninsula Drive, left on Demotte Avenue, right onto Cardinal Boulevard, right on Dahlia Avenue, and then turn around to come back over the Dunlawton bridge finishing at the garage entrance to Panhead's Pizzeria.

The 5K race will start at Panheads Pizzeria, head South on Halifax Drive and turn around just past Niver Street finishing at the garage entrance to Panhead's Pizzeria.

There will be an awards ceremony after completion of the race to be held at Panhead's Pizzeria. The ceremony will include designated areas for refreshments, a live DJ, and three sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

BACKGROUND:

The subject proposal has been reviewed by the Police, Fire, Public Works, and Community Development departments. The race directors have received estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

Port-o-lets are to be provided by the applicant.

CODE VIOLATIONS

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES

This is a charitable/fundraising event. The event director has requested the surety bond be waived due to past good performance in clean up after prior events. The cost of the surety bond is determined by the 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 when required. The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

The proposed event is structured in the same way as the prior events approved for the Remarkable River Run 5K/15K and qualifies for the repeat event reduced application fee of \$150. Staff is not aware of any concerns or issues with past events.

RECOMMENDATION

Staff recommends approval of the Remarkable River Run 5K/15K subject to the following conditions:

1. Hours of the event shall be from 7:00 a.m. until 11:00 a.m.
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
6. A temporary sign permit shall be required for the one banner permitted for this event. Application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the running route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
9. Applicant shall provide to the City of Port Orange authorization for this event from the City of Daytona Beach Shores.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: Yes

SUBJECT: (B12) Request for Major Special Event – Volusia Flagler Family YMCA River Sprint Triathlon @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Volusia Flagler Family YMCA River Sprint Triathlon @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and Panhead's Pizzeria at 4085 Ridgewood Avenue.

SUMMARY: Staff has received a repeat special event request for the River Spring Triathlon from Mica Lill, representative of Volusia Flagler Family YMCA. The proposed hours of the event are from 7:00 AM until 11:00 AM on Saturday, July 22, 2017. The triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; the 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp.

The triathlon will continue with a 12-mile bike route starting at the South side of the Dunlawton Avenue bridge heading East. At the foot of the bridge, riders will make a right onto Peninsula Drive, and then a left onto Demotte Avenue, and a right onto Cardinal Boulevard. Riders will proceed South to Toronita Avenue, making a right following Toronita Avenue and then another right back onto Cardinal Avenue Proceeding South. The riders will then make a right onto Major Street heading West, to turn left onto Peninsula Drive and proceed South making a left onto Inlet Harbor Road. The riders will then head East and make a left onto Atlantic Avenue, following the initial route back to Demotte Avenue, and then a right onto Peninsula Drive. Finally, they will take the access road under the bridge to the North side and use the sidewalk access to cross the bridge on the Westbound side.

The triathlon will continue with a 4-mile run route starting on the South side of the Dunlawton Avenue bridge and head West on the sidewalk. Runners will then turn left at Aunt Catfish's and head south on Halifax Drive to the turnaround point at Niver Street. Runners will then head back North along Halifax Drive to the finish line at the Panhead's Pizzeria parking lot.

There will be an awards ceremony after completion of the triathlon to be held at Panhead's Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for refreshments and a live DJ. There will be port-o-lets and trash

receptacles on site for the ceremony events.

Last year's triathlon took place on Saturday, July 30, 2016. During that race, the Daytona Beach Shores Police Department contacted our motors sergeant stating the applicant failed to properly notify them of the event. They had concerns about how the race course would impact the vehicle flow on their streets. Additionally, it became evident during the race that participants of the triathlon and vehicular traffic were dangerously crossing paths. This year, the applicant has received approval from the Daytona Beach Shores and Ponce Inlet jurisdictions and has worked with the Port Orange Police Department to alter the course to provide a safer event for all involved.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
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Melanie Schmotzer	Created/Initiated - 06/28/2017
Wayne Clark	Approved - 06/28/2017
Thomas Grimaldi	Approved - 06/29/2017
Jake Johansson	Approved - 06/30/2017
Robin Fenwick	Final Approval - 06/30/2017



STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Volusia Flagler Family YMCA
River Sprint Triathlon

OWNER/APPLICANT: Volusia Flagler Family YMCA

EVENT LOCATION: Aunt Catfish Restaurant – 4009 Halifax Drive
Galbreath's – 4108 Halifax Drive
Panhead's Pizzeria – 4085 Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Compliance Inspector

CITY COUNCIL DATE: July 18, 2017

INTRODUCTION:

Staff has received a repeat special event request for the River Spring Triathlon from Mica Lill, representative of Volusia Flagler Family YMCA. The proposed hours of the event are from 7:00 AM until 11:00 AM on Saturday, July 22, 2017. The triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; the 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp.

The triathlon will continue with a 12-mile bike route starting at the South side of the Dunlawton Avenue bridge heading East. At the foot of the bridge, riders will make a right onto Peninsula Drive, and then a left onto Demotte Avenue, and a right onto Cardinal Boulevard. Riders will proceed South to Toronita Avenue, making a right following Toronita Avenue and then another right back onto Cardinal Avenue Proceeding South. The riders will then make a right onto Major Street heading West, to turn left onto Peninsula Drive and proceed South making a left onto Inlet Harbor Road. The riders will then head East and make a left onto Atlantic Avenue, following the initial route back to Demotte Avenue, and then a right onto Peninsula Drive. Finally, they will take the access road under the bridge to the North side and use the sidewalk access to cross the bridge on the Westbound side.

The triathlon will continue with a 4-mile run route starting on the South side of the Dunlawton Avenue bridge and head West on the sidewalk. Runners will then turn left at Aunt Catfish's and head south on Halifax Drive to the turnaround point at Niver Street. Runners will then head back North along Halifax Drive to the finish line at the Panhead's Pizzeria parking lot.

There will be an awards ceremony after completion of the triathlon to be held at Panhead's Pizzeria located at 4085 Ridgewood Avenue. The ceremony will include designated areas for

refreshments and a live DJ. There will be port-o-lets and trash receptacles on site for the ceremony events.

Last year's triathlon took place on Saturday, July 30, 2016. During that race, the Daytona Beach Shores Police Department contacted our motors sergeant stating the applicant failed to properly notify them of the event. They had concerns about how the race course would impact the vehicle flow on their streets. Additionally, it became evident during the race that participants of the triathlon and vehicular traffic were dangerously crossing paths. This year, the applicant has received approval from the Daytona Beach Shores and Ponce Inlet jurisdictions and has worked with the Port Orange Police Department to alter the course to provide a safer event for all involved.

BACKGROUND:

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race directors have received estimates from the Police and Public Works departments for staff overtime costs to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

Port-o-lets are to be provided by the applicant.

CODE VIOLATION:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The proposed event is structured in the same way as the events approved for the past years for the Volusia Flagler Family YMCA River Sprint Triathlon and qualifies for the repeat event reduced application fee of \$150.

RECOMMENDATIONS:

Staff recommends approval of the Volusia Flagler Family YMCA River Sprint Triathlon subject to the following conditions:

1. Hours of the event shall be from 7:00 AM until 11:00 AM
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
5. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event
6. A temporary sign permit shall be required for the one banner permitted for this event. Application shall be submitted at least two weeks prior to the event for permit approval.
7. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
9. A \$250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances.
10. All public restroom facilities must remain open to the public.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (B13) Request for Approval of Amendment to CDBG FY 2014 Annual Plan

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Amendment to the CDBG FY2014 Action Plan, and to authorize staff to submit this plan amendment to the U.S. Department of Housing and Urban Development (HUD).

SUMMARY: The City of Port Orange receives funding from the Department of Housing and Urban Development (HUD) for projects mainly directed towards assistance with our population living in economically challenged areas of the City. Port Orange receives approximately \$260,000 in Community Development Block Grants (CDBG) annually.

In reviewing past expenditures, staff has identified \$236,888.54 from current and prior years that have not yet been expended or was not attached to a specific project. In order to expend these dollars before our timeliness expires, the City must amend its plan to attach these dollars to a current project.

Staff is recommending attaching these funds to road repaving within the approved census tracts 825.11 and 825.10. Both of these tracts are eligible for CDBG funds, we currently have a contract for this work and the City will be able to complete the work, have it invoiced and paid before the deadline or July 31st.

The roads staff proposes to pave with CDBG funds include: Halifax/Riverside Drive from Fleming Avenue to Seminole Avenue; Orange Avenue from Dunlawton to just past Fox Place, and; Monroe Street from Church Street to Oak Street. These roads were already on the City's current list of roads to be repaved.

In compliance with the City's CDBG Citizen Participation Policy (Resolution 06-49) regarding amendments, staff held a public hearing (July 10, 2017 at 5:30 p.m.) in the second floor conference room. The 30 day comment period began on June 20th and ends July 20th. Any comments received before the deadline for this agenda will be included with this item. If any comments are received after the publication of this agenda, staff will provide them during the meeting. Additional comments received after this meeting will also be included in the final amendment sent to HUD.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Census Tracts	Census Tracts.pdf
2.	Advertisement	Advertisement.pdf
3.	Proposed Paving Map	Paving Map.pdf

Robin Fenwick	Created/Initiated - 06/20/2017
Alan Rosen	Approved - 06/27/2017
Branford Adumuah	Approved - 06/27/2017
Tracey Riehm	Approved - 06/29/2017
Matthew Jones	Approved - 07/03/2017
Jake Johansson	Approved - 07/03/2017
Robin Fenwick	Final Approval - 07/05/2017



East Port Orange Low and Moderate Income Census Block Groups

Legal Notices

NOTICE OF PUBLIC HEARING

City of Port Orange, Florida
Community Development Block Grant
(CDBG) Program

Notice of Proposed Transfer of Funds
The City of Port Orange will hold a Public Hearing on Monday, July 10, 2017, at 5:30 p.m. in the second floor Conference Room, City Hall, 1000 City Center Circle, Port Orange, FL. This notice is provided in compliance with the City's adopted Citizen Participation Plan (Resolution No. 06-49), as required by 24 CFR (Code of Federal Regulations) 91.

The City of Port Orange's Community Development Block Grant (CDBG) program is funded through the U.S. Department of Housing and Urban Development (HUD).

The City seeks public input on transferring the remaining funds from prior years (\$236,888.54) from its completed and unallocated activities to the approved FY 2014 Road Repair and Surfacing Improvements in the CDBG designated area as approved in the FY 2014 Annual Action Plan activities. Those activities are the road repair and surfacing of portions of Riverside Drive, Monroe Place and Oak Street.

A detailed account of the activities and costs associated with the CDBG program may be obtained by visiting the City's website at www.port-orange.org, or by contacting Theresa Brooks, Grants Manager, at telephone 386-717-9050, or email tbrooks@port-orange.org or written comments may be submitted by email to arosen@port-orange.org, or by regular U.S. Mail attention to: Alan Rosen, Assistant City Manager, 1000 City Center Circle, Port Orange FL 32129.

If you are a person with a disability who needs any accommodation in order to participate in these proceedings, you are entitled to certain assistance at no cost to you. Upon request, materials will be supplied in a form accessible for persons with disabilities. If you need assistance, please contact the City Clerk for the City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129, telephone number 386-506-5566, prior to the public hearing date. If you are hearing or voice impaired, please contact the relay operator at 1(800) 955-8771.

L2251156. June 20, 2017 It

PAVING

Monroe St.

Orange Ave.

Riverside Dr.

CENSUS TRACT 825.11

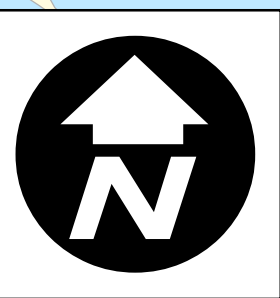
CENSUS TRACT 825.10

- 1 CINDY LN
- 2 MARGARET AV
- 3 PALM CIRCLE DR
- 4 RIVER LN
- 5 CHERYL AV
- 6 SHARON AV
- 7 SANDY LN

To Be Paved

City Boundary

Census Tract



**The Golf Club at Cypress Head
Course Cash Flow Report
May 31, 2017**

	<u>May</u>	<u>YTD</u>
EBITDA	(\$10,175.29)	\$119,964.97
Management Fee Expense	(5,712.85)	(45,702.80)
Depreciation & Amortization	<u>(153.61)</u>	<u>(1,226.88)</u>
Net Income	(16,041.75)	73,035.29
Working Capital Changes		
Inventory	2,417.75	(460.30)
Receivables	(574.19)	89,467.16
Payables	2,247.08	(34,388.07)
Due to from the City	(275.68)	505.71
Prepays	3,349.43	5,116.97
Accrued Liabilities	1,433.41	(36,895.76)
Other Liabilities	(19,542.69)	(183,217.45)
Depreciation & Amortization	<u>153.61</u>	<u>1,226.88</u>
Operating Cash Flow	(26,833.03)	(85,609.57)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(26,833.03)</u>	<u>(85,609.57)</u>
Beginning Cash	118,224.56	177,001.10
Net Cash Flows	<u>(26,833.03)</u>	<u>(85,609.57)</u>
Ending Cash	<u>91,391.53</u>	<u>91,391.53</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Eight Months Ending May 31, 2017

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	93,268	798,092	1,077,267	74%	90,156	884,014	1,116,089	79%
Merchandise	4,494	37,856	54,320	70%	5,115	44,250	57,514	77%
Other Pro Shop	1,085	11,265	14,505	78%	815	10,504	11,540	91%
Range	3,447	25,285	34,150	74%	3,330	26,788	34,679	77%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	3,434	27,174	37,806	72%	3,301	29,528	39,852	74%
TOTAL REVENUE	105,729	899,673	1,218,185	74%	102,718	995,084	1,259,674	79%
COST OF SALES								
Merchandise	2,563	27,023	36,189	75%	2,994	26,126	40,260	65%
TOTAL COGS	2,563	27,023	36,189	75%	2,994	26,126	40,260	65%
COGS - Merchandise %	57.0%	71.4%	66.6%	107.1%	58.5%	59.0%	70.0%	84.3%
PAYROLL								
Course and Grounds	25,412	223,360	339,558	66%	30,104	243,784	351,366	69%
Carts, Range, Starters, Etc.	7,714	56,102	81,091	69%	8,178	60,504	92,546	65%
Pro Shop	4,593	35,747	53,209	67%	3,602	29,177	55,398	53%
General and Administrative	10,376	84,872	127,363	67%	11,250	87,735	129,158	68%
Marketing	4,124	32,891	48,834	67%	4,221	33,978	49,603	69%
TOTAL PAYROLL	52,218	432,972	650,054	67%	57,355	455,180	678,071	67%
OPERATING EXPENSES								
Course and Grounds	30,871	138,081	247,630	56%	26,676	170,816	212,591	80%
Carts, Range, Starters, Etc.	7,282	55,572	80,708	69%	6,228	54,773	85,302	64%
Pro Shop	738	7,983	10,107	79%	0	5,374	9,015	60%
Food and Beverage	0	322	322	100%	0	0	0	
General and Administrative	14,914	134,283	197,823	68%	15,464	149,251	205,607	73%
Marketing	3,196	27,091	34,250	79%	4,176	13,599	33,063	41%
TOTAL OPERATING EXPENSES	57,000	363,333	570,840	64%	52,544	393,813	545,578	72%
TOTAL EXPENSES	111,781	823,327	1,257,084	65%	112,893	875,119	1,263,909	69%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(47,360)	(70,211)	67%	(5,713)	(45,703)	(69,924)	65%
Depreciation & Amortization	(381)	(3,048)	(11,147)	27%	(154)	(1,227)	(4,572)	27%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(50,408)	(81,358)	62%	(5,866)	(46,930)	(74,496)	63%
NET INCOME	(12,146)	25,938	(120,257)	-22%	(16,042)	73,035	(78,731)	-93%
Paid Rounds	3,130	25,214	34,878	72%	3,096	27,810	38,696	72%
Annual Pass Rounds	785	6,206	8,657	72%	699	6,052	5,051	120%
Other Rounds	278	1,621	2,437	67%	277	1,907	2,812	68%
Total Rounds	4,193	33,041	45,972	72%	4,072	35,769	46,559	77%
Revenue/Paid Rounds	33.78	35.68	34.93	102%	33.18	35.78	32.55	110%
Revenue/Total Rounds	25.22	27.23	26.50	103%	25.23	27.82	27.06	103%

The Golf Club at Cypress Head
For the Eight Months Ending May 31, 2017

	<u>05/31/17</u>	<u>09/30/16</u>	<u>05/31/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	64,877	176,360	173,644
Cash - Payroll	25,165	0	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	(209)	(21,435)
Total Cash	<u>91,392</u>	<u>177,001</u>	<u>153,059</u>
Accounts Receivable			
A/R Member	3,126	92,593	2,547
Total Accounts Receivable	<u>3,126</u>	<u>92,593</u>	<u>2,547</u>
Other Current Assets			
Inventory - Merchandise	16,694	16,234	14,350
Prepaid Insurance	3,504	10,248	3,414
Prepaid Exp - Other	8,665	7,038	12,218
Total Other Current Assets	<u>28,863</u>	<u>33,520</u>	<u>29,982</u>
TOTAL CURRENT ASSETS	<u>123,381</u>	<u>303,115</u>	<u>185,589</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	5,550	5,550	16,000
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	(25,463)	(24,236)	(59,177)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,685</u>	<u>11,911</u>	<u>20,010</u>
TOTAL ASSETS	<u><u>134,066</u></u>	<u><u>315,026</u></u>	<u><u>205,599</u></u>

The Golf Club at Cypress Head
For the Eight Months Ending May 31, 2017

	<u>05/31/17</u>	<u>09/30/16</u>	<u>05/31/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	40,723	75,111	21,411
Accts Pay - Other	(109,883)	(110,389)	10,129
Accrued Expenses	0	7,783	0
Accrued Payroll	10,783	25,945	12,788
Accrued Taxes	5,290	13,903	5,349
Accrued Interest	0	5,337	0
Deferred Revenue	114,119	297,337	129,984
TOTAL CURRENT LIABILITIES	<u>61,032</u>	<u>315,027</u>	<u>179,661</u>
 TOTAL LIABILITIES	 <u>61,032</u>	 <u>315,027</u>	 <u>179,661</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>73,034</u>	<u>(1)</u>	<u>25,938</u>
Net Retained Earnings	<u>73,034</u>	<u>(1)</u>	<u>25,938</u>
Stockholders Equity	<u>73,034</u>	<u>(1)</u>	<u>25,938</u>
TOTAL STOCKHOLDER'S EQUITY	<u>73,034</u>	<u>(1)</u>	<u>25,938</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>134,066</u></u>	 <u><u>315,026</u></u>	 <u><u>205,599</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2017

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(25,773)	1,227	3,690	28,175	49,683	44,924	28,214	(10,175)	(1,471)	0	0	0	118,494
Management Fee Expense	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	0	0	0	0	(45,703)
Depreciation & Amortization	(154)	(152)	(154)	(154)	(154)	(154)	(154)	(154)	0	0	0	0	(1,227)
Net Income	(31,640)	(4,638)	(2,176)	22,308	43,817	39,058	22,348	(16,042)	(1,471)	0	0	0	71,564
Working Capital Changes													
Inventory	(2,093)	(2,542)	(2,392)	63	393	2,988	705	2,418	(1,413)	0	0	0	(1,873)
Receivables	88,276	1,618	2,360	(282)	(40)	(2,905)	1,015	(574)	0	0	0	0	89,467
Prepaid Expenses	(1,862)	2,690	(3,230)	(29,902)	10,524	20,018	3,530	3,349	0	0	0	0	5,117
Payables	(33,493)	17,150	(34,265)	(4,666)	9,232	(7,714)	17,121	2,247	(28,288)	0	0	0	(62,676)
Due to from the City	512	111	(123)	68	82	(1)	133	(276)	0	0	0	0	506
Accrued Expenses	(25,855)	(15,548)	13,018	10,207	(2,391)	4,973	(22,733)	1,433	(4,619)	0	0	0	(41,514)
Deferred Revenues	(52,262)	(16,409)	(13,360)	(20,779)	(21,262)	(19,537)	(20,065)	(19,543)	0	0	0	0	(183,217)
Depreciation & Amortization	154	152	154	154	154	154	154	154	0	0	0	0	1,227
Operating Cash Flow	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(35,791)	0	0	0	(121,401)
Investing Activities													
Financing Activities													
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(35,791)	0	0	0	(121,401)
Beginning Cash	177,001	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	55,601	55,601	55,601	1,068,262
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(35,791)	0	0	0	(121,401)
Ending Cash	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	55,601	55,601	55,601	55,601	946,862

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
53,105	49,094	108%	52,360	101%	Green Fees	519,739	483,873	107%	463,590	112%	646,060	672,710
37,051	35,889	103%	40,908	91%	Cart Fee	364,276	352,495	103%	334,503	109%	470,029	490,479
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
40	20	200%	0	0%	Handicap Fee	4,520	4,487	101%	4,759	95%	4,567	4,650
485	250	194%	665	73%	Lessons	3,894	2,931	133%	4,406	88%	3,931	6,423
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
290	200	145%	420	69%	Rental Clubs	2,090	2,242	93%	2,027	103%	3,042	2,670
5,115	5,400	95%	4,494	114%	Retail	44,250	40,985	108%	37,856	117%	57,514	60,851
3,330	3,161	105%	3,447	97%	Range	26,788	23,816	112%	25,285	106%	34,679	35,654
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
3,301	3,155	105%	3,434	96%	City Surcharge R & R	29,528	29,515	100%	27,174	109%	39,852	40,160
102,718	97,169	106%	105,729	97%	Total Revenues	995,084	940,344	106%	899,673	111%	1,259,674	1,313,596
COST OF GOODS SOLD												
2,994	3,780	79%	2,563	117%	COGS - Merchandise	26,126	28,690	91%	27,023	97%	40,260	35,293
2,994	3,780	79%	2,563	117%	Total COGS	26,126	28,690	91%	27,023	97%	40,260	35,293
99,724	93,389	107%	103,166	97%	GROSS MARGIN	968,958	911,654	106%	872,650	111%	1,219,414	1,278,304
58.53%	70.00%	83.61%	57.02%	102.64%	COGS - Merchandise %	59.04%	70.00%	84.34%	71.38%	82.71%	70.00%	693.66%
PAYROLL												
19,248	19,078	101%	19,072	101%	Gross Payroll - Salaried	163,877	152,624	107%	145,835	112%	228,936	249,708
27,808	27,382	102%	25,206	110%	Gross Payroll - Hourly	206,838	215,469	96%	207,703	100%	318,603	301,662
47,056	46,460	101%	44,278	106%	S/T Wages	370,715	368,093	101%	353,538	105%	547,539	551,370
3,544	3,555	100%	3,210	110%	Payroll Tax - FICA	27,776	28,163	99%	26,560	105%	41,893	41,259
286	381	75%	533	54%	Payroll Tax - UC	3,241	3,963	82%	4,695	69%	4,953	4,287
747	1,015	74%	853	88%	Payroll Tax - WC	7,030	7,799	90%	7,661	92%	11,719	10,633
5,722	6,251	92%	3,345	171%	Benefits	46,417	46,971	99%	40,518	115%	71,967	64,714
10,299	11,202	92%	7,941	130%	S/T Adders	84,464	86,896	97%	79,434	106%	130,532	120,893
57,355	57,662	99%	52,218	110%	TOTAL PAYROLL	455,180	454,989	100%	432,972	105%	678,071	672,263
OPERATING EXPENSES												
0	248	0%	37	0%	Cart Supplies	1,313	1,706	77%	1,139	115%	2,521	1,532
0	150	0%	785	0%	Course Accessories	3,349	2,641	127%	1,705	196%	3,886	3,863
3,668	2,323	158%	11,154	33%	Fertilizer	24,318	17,362	140%	20,161	121%	25,094	42,972
0	0	0%	533	0%	Flowers/Decor	0	274	0%	607	0%	399	998
1,002	1,143	88%	1,315	76%	Fuel	7,956	8,559	93%	6,402	124%	13,026	12,891
0	0	0%	569	0%	Fungicides	4,483	1,606	279%	2,204	203%	4,045	7,502
3,177	3,000	106%	1,366	233%	Herbicides	14,451	10,963	132%	8,979	161%	15,068	25,992
1,380	4,032	34%	227	608%	Insecticides	16,999	14,076	121%	7,124	239%	15,077	24,823
66	386	17%	231	29%	Janitorial Supplies	1,949	2,936	66%	2,762	71%	4,136	3,264
29	98	30%	0	0%	Laundry/Uniforms	238	653	36%	55	433%	1,038	325
686	204	336%	593	116%	Office Supplies	3,128	3,103	101%	3,419	91%	4,366	4,409
0	0	0%	1,020	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	100	0%	0	0%	Range Equipment	1,149	884	130%	1,227	94%	1,284	1,180
0	100	0%	0	0%	Range Expenses	0	310	0%	23	0%	460	0
599	0	0%	1,380	43%	Sand/Topdress	4,805	2,006	240%	5,672	85%	9,011	10,213
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
50	102	49%	0	0%	Small Tools	661	307	215%	55	1195%	407	1,129
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
0	150	0%	0	0%	Supplies	878	1,201	73%	1,489	59%	1,801	1,971
0	0	0%	77	0%	Tournament Expense	(537)	774	-69%	666	-81%	1,174	(524)
134	95	141%	286	47%	Alarm System	2,387	822	290%	1,205	198%	1,425	3,601
0	550	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	890	0
0	200	0%	0	0%	Cart Repairs	33	1,055	3%	955	3%	1,855	403
261	259	101%	371	70%	Computer Service	1,833	5,876	31%	2,218	83%	6,912	2,748
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
3,059	413	741%	349	877%	Irrigation	4,965	4,404	113%	2,939	169%	6,392	7,212
0	75	0%	94	0%	Lesson Expense	0	665	0%	819	0%	965	332
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
4,967	2,572	193%	1,000	497%	Repair & Maint - Equipment	20,434	18,013	113%	18,127	113%	22,585	33,717
340	0	0%	490	69%	Repair & Maint - Building	2,715	2,280	119%	2,161	126%	3,208	3,907
4,356	5,356	100%	5,356	100%	Cart Lease	42,645	42,848	100%	42,845	100%	64,272	64,268
4,886	4,886	100%	4,512	108%	Equipment Lease	39,090	39,068	100%	36,093	108%	58,632	57,137
168	162	104%	168	102%	Off-Site Storage	1,344	1,326	101%	1,371	98%	1,974	2,026
1,120	1,277	88%	1,022	110%	Utilities - Electric	8,689	9,071	96%	8,375	104%	13,383	12,788
5,769	3,411	169%	4,837	119%	Utilities - Other	36,344	26,820	136%	29,556	123%	41,871	55,991
(192)	150	-128%	236	-81%	Utilities - Telephone/Fax	1,734	1,479	117%	1,761	98%	2,449	2,538
275	199	138%	252	109%	Utilities - Water	2,092	2,132	98%	2,218	94%	2,897	3,051

The Golf Club at Cypress Head
Summary of All Units
For the Eight Months Ending May 31, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
4,176	2,246	186%	3,196	131%	Advertising & Promotion	12,587	12,583	100%	14,247	88%	16,247	17,571
483	29	1667%	332	146%	Bank Charges	4,105	1,265	324%	1,949	211%	1,382	5,427
237	0	0%	(75)	-317%	Cash Short/(Over)	(328)	0	0%	(542)	60%	0	490
150	200	75%	200	75%	Cell Phone	1,350	1,675	81%	1,475	92%	2,475	2,050
3,301	3,155	105%	3,434	96%	City Surcharge R & R	29,528	29,515	100%	27,174	109%	39,852	40,160
0	72	0%	43	0%	Copier/Photocopies	18	407	4%	532	3%	671	248
2,156	2,800	77%	2,043	106%	Credit Card Discounts	18,878	19,610	96%	18,282	103%	27,744	24,098
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
285	0	0%	0	0%	Dues & Subscriptions	505	409	123%	150	337%	1,109	964
0	0	0%	0	0%	Education & Training	525	200	263%	0	0%	200	525
54	211	26%	318	17%	Employee Relations	1,320	1,569	84%	1,289	102%	2,122	2,377
0	0	0%	43	0%	Employee Testing	409	131	313%	174	236%	244	786
3,858	3,871	100%	3,796	102%	Insurance Expense	30,867	30,893	100%	30,367	102%	46,377	46,211
0	124	0%	0	0%	Member Relations	65	396	16%	131	49%	649	65
24	67	36%	62	38%	Messenger Service - Fedex	192	273	70%	282	68%	403	341
0	1,200	0%	0	0%	Miscellaneous	864	11,091	8%	13,291	7%	13,291	900
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	2,118	0%	4,075	0%	O/S - Other	3,950	5,218	76%	5,607	70%	9,218	15,581
771	312	247%	276	279%	Payroll Processing Fee	7,803	2,301	339%	2,340	334%	3,535	12,151
100	42	239%	19	534%	Postage/Shipping	497	159	312%	97	511%	634	535
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	375	20	1875%	(210)	-179%	(100)	330
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
45	0	0%	0	0%	Travel - Meals	1,515	683	222%	1,375	110%	683	2,033
132	1,937	7%	1,008	13%	Travel - Other	6,292	11,954	53%	7,207	87%	16,423	10,410
0	1,000	0%	0	0%	Website Expenses	0	3,000	0%	900	0%	4,000	2,100
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
52,544	50,995	103%	57,000	92%	TOTAL OPERATING EXPENSES	393,813	384,190	103%	363,333	108%	545,578	601,320
(10,175)	(15,268)	67%	(6,053)	168%	EBITDA	119,965	72,475	166%	76,345	157%	(4,235)	4,720
5,713	5,827	98%	5,713	100%	Management Fee	45,703	46,616	98%	47,360	97%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	45,703	46,616	98%	47,360	97%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	295	784	38%	780	38%	1,176	1,442
117	283	41%	283	41%	Deprec - Buildings	932	2,264	41%	2,268	41%	3,396	7,884
154	381	40%	381	40%	S/T DEPR. & AMORT	1,227	3,048	40%	3,048	40%	4,572	9,326
(16,042)	(21,476)	75%	(12,146)	132%	NET INCOME	73,035	22,811	320%	25,938	282%	(78,731)	(73,160)

The Golf Club at Cypress Head
Course & Grounds
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
53,105	49,094	108%	52,360	101%	Green Fees	519,739	483,873	107%	463,590	112%	646,060	672,710
3,301	3,155	105%	3,434	96%	City Surcharge R & R	29,528	29,515	100%	27,174	109%	39,852	40,160
56,406	52,249	108%	55,794	101%	Total Revenues	549,266	513,388	107%	490,764	112%	685,912	712,869
56,406	52,249	108%	55,794	101%	GROSS MARGIN	549,266	513,388	107%	490,764	112%	685,912	712,869
PAYROLL												
7,133	7,802	91%	7,168	100%	Gross Payroll - Salaried	69,329	62,416	111%	54,667	127%	93,624	109,330
17,187	15,738	109%	14,243	121%	Gross Payroll - Hourly	126,195	124,193	102%	125,809	100%	186,129	182,923
24,320	23,540	103%	21,411	114%	S/T Wages	195,525	186,609	105%	180,476	108%	279,753	292,253
1,729	1,801	96%	1,443	120%	Payroll Tax - FICA	13,830	14,276	97%	12,825	108%	21,402	20,663
144	150	96%	251	57%	Payroll Tax - UC	1,728	1,790	97%	2,313	75%	2,040	2,204
371	514	72%	394	94%	Payroll Tax - WC	3,515	3,956	89%	3,796	93%	5,990	5,336
3,541	3,665	97%	1,912	185%	Benefits	29,186	27,523	106%	23,949	122%	42,181	39,527
5,784	6,130	94%	4,001	145%	S/T Adders	48,259	47,545	102%	42,884	113%	71,613	67,730
30,104	29,670	101%	25,412	118%	TOTAL PAYROLL	243,784	234,154	104%	223,360	109%	351,366	359,983
OPERATING EXPENSES												
0	150	0%	785	0%	Course Accessories	3,349	2,641	127%	1,705	196%	3,886	3,863
3,668	2,323	158%	11,154	33%	Fertilizer	24,318	17,362	140%	20,161	121%	25,094	42,972
0	0	0%	533	0%	Flowers/Decor	0	274	0%	607	0%	399	998
1,002	1,143	88%	1,315	76%	Fuel	7,956	8,559	93%	6,402	124%	13,026	12,891
0	0	0%	569	0%	Fungicides	4,483	1,606	279%	2,204	203%	4,045	7,502
3,177	3,000	106%	1,366	233%	Herbicides	14,451	10,963	132%	8,979	161%	15,068	25,992
1,380	4,032	34%	227	608%	Insecticides	16,999	14,076	121%	7,124	239%	15,077	24,823
599	0	0%	1,380	43%	Sand/Topdress	4,805	2,006	240%	5,672	85%	9,011	10,213
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
50	102	49%	0	0%	Small Tools	661	307	215%	55	1195%	407	1,129
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
3,059	413	741%	349	877%	Irrigation	4,965	4,404	113%	2,939	169%	6,392	7,212
4,837	2,497	194%	1,000	484%	Repair & Maint - Equipment	18,326	16,601	110%	17,568	104%	20,663	29,823
0	0	0%	270	0%	Repair & Maint - Building	10	702	1%	270	4%	1,207	10
4,886	4,886	100%	4,512	108%	Equipment Lease	39,090	39,068	100%	36,093	108%	58,632	57,137
248	173	143%	153	161%	Utilities - Electric	1,772	1,568	113%	1,542	115%	2,703	2,777
3,394	1,249	272%	2,490	136%	Utilities - Other	17,656	10,914	162%	12,971	136%	16,748	26,809
101	0	0%	99	103%	Utilities - Telephone/Fax	800	702	114%	812	98%	1,072	1,197
275	199	138%	252	109%	Utilities - Water	2,092	2,132	98%	2,218	94%	2,897	3,051
0	0	0%	0	0%	Education & Training	375	0	0%	0	0%	0	375
0	0	0%	0	0%	Employee Relations	0	200	0%	9	0%	200	533
0	0	0%	43	0%	Employee Testing	409	131	313%	174	236%	244	786
0	2,118	0%	4,075	0%	O/S - Other	3,600	5,218	69%	5,607	64%	9,218	15,231
0	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	100	0%	300	0%	Travel - Other	0	1,300	0%	1,500	0%	1,700	300
26,676	22,385	119%	30,871	86%	TOTAL OPERATING EXPENSES	170,816	145,523	117%	138,081	124%	212,591	280,365
(374)	194	-193%	(488)	77%	EBITDA	134,666	133,711	101%	129,323	104%	121,955	72,522
(374)	194	-193%	(488)	77%	NET INCOME	134,666	133,711	101%	129,323	104%	121,955	72,522

The Golf Club at Cypress Head
Carts
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
37,051	35,889	103%	40,908	91%	REVENUES	364,276	352,495	103%	334,503	109%	470,029	490,479
37,051	35,889	103%	40,908	91%	Cart Fee	364,276	352,495	103%	334,503	109%	470,029	490,479
37,051	35,889	103%	40,908	91%	Total Revenues	364,276	352,495	103%	334,503	109%	470,029	490,479
					GROSS MARGIN	364,276	352,495	103%	334,503	109%	470,029	490,479
7,361	7,415	99%	6,832	108%	PAYROLL	54,331	58,125	93%	49,843	109%	82,679	76,628
7,361	7,415	99%	6,832	108%	Gross Payroll - Hourly	54,331	58,125	93%	49,843	109%	82,679	76,628
585	567	103%	539	108%	S/T Wages	4,271	4,445	96%	3,909	109%	6,323	6,024
107	154	69%	210	51%	Payroll Tax - FICA	833	1,176	71%	1,283	65%	1,688	1,273
116	162	72%	143	81%	Payroll Tax - UC	1,013	1,231	82%	1,011	100%	1,767	1,457
9	8	112%	(11)	-84%	Payroll Tax - WC	57	63	90%	57	99%	89	111
816	891	92%	882	93%	Benefits	6,173	6,915	89%	6,259	99%	9,867	8,866
					S/T Adders	60,504	65,040	93%	56,102	108%	92,546	85,494
8,178	8,306	98%	7,714	106%	TOTAL PAYROLL	60,504	65,040	93%	56,102	108%	92,546	85,494
0	248	0%	37	0%	OPERATING EXPENSES	1,313	1,706	77%	1,139	115%	2,521	1,532
0	200	0%	0	0%	Cart Supplies	33	1,055	3%	955	3%	1,855	403
5,356	5,356	100%	5,356	100%	Cart Repairs	42,848	42,848	100%	42,845	100%	64,272	64,268
872	1,104	79%	869	100%	Cart Lease	6,917	7,503	92%	6,833	101%	10,680	10,011
6,228	6,908	90%	6,262	99%	Utilities - Electric	51,109	53,112	96%	51,772	99%	79,328	76,214
					TOTAL OPERATING EXPENSES	51,109	53,112	96%	51,772	99%	79,328	76,214
22,646	20,675	110%	26,933	84%	EBITDA	252,662	234,343	108%	226,628	111%	298,155	328,772
22,646	20,675	110%	26,933	84%	NET INCOME	252,662	234,343	108%	226,628	111%	298,155	328,772

The Golf Club at Cypress Head
Range
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,330	3,161	105%	3,447	97%	REVENUES							
3,330	3,161	105%	3,447	97%	Range	26,788	23,816	112%	25,285	106%	34,679	35,654
3,330	3,161	105%	3,447	97%	Total Revenues	26,788	23,816	112%	25,285	106%	34,679	35,654
3,330	3,161	105%	3,447	97%	GROSS MARGIN	26,788	23,816	112%	25,285	106%	34,679	35,654
0	0	0%	1,020	0%	OPERATING EXPENSES							
0	100	0%	0	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	100	0%	0	0%	Range Equipment	1,149	884	130%	1,227	94%	1,284	1,180
0	75	0%	0	0%	Range Expenses	0	310	0%	23	0%	460	0
0	275	0%	1,020	0%	Repair & Maint - Equipment	0	600	0%	0	0%	900	0
0	275	0%	1,020	0%	TOTAL OPERATING EXPENSES	3,664	5,124	72%	3,800	96%	5,974	3,695
3,330	2,886	115%	2,427	137%	EBITDA	23,124	18,692	124%	21,485	108%	28,705	31,958
3,330	2,886	115%	2,427	137%	NET INCOME	23,124	18,692	124%	21,485	108%	28,705	31,958

The Golf Club at Cypress Head
F & B Cafe
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	137
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	137
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	79	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	137	0%	0	0
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	322	0%	0	0
0	0	0%	0	0%	EBITDA	0	0	0%	(322)	0%	0	137
0	0	0%	0	0%	NET INCOME	0	0	0%	(322)	0%	0	137

The Golf Club at Cypress Head
Golf Shop
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
40	20	200%	0	0%	Handicap Fee	4,520	4,487	101%	4,759	95%	4,567	4,650
485	250	194%	665	73%	Lessons	3,894	2,931	133%	4,406	88%	3,931	6,423
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
290	200	145%	420	69%	Rental Clubs	2,090	2,242	93%	2,027	103%	3,042	2,670
5,115	5,400	95%	4,494	114%	Retail	44,250	40,985	108%	37,856	117%	57,514	60,851
5,930	5,870	101%	5,579	106%	Total Revenues	54,754	50,645	108%	49,121	111%	69,054	74,457
COST OF GOODS SOLD												
2,994	3,780	79%	2,563	117%	COGS - Merchandise	26,126	28,690	91%	27,023	97%	40,260	35,293
2,994	3,780	79%	2,563	117%	Total COGS	26,126	28,690	91%	27,023	97%	40,260	35,293
2,936	2,090	140%	3,016	97%	GROSS MARGIN	28,628	21,955	130%	22,098	130%	28,794	39,164
58.53%	70.00%	83.61%	57.02%	102.64%	COGS - Merchandise %	59.04%	70.00%	84.34%	71.38%	82.71%	70.00%	693.66%
PAYROLL												
3,259	4,229	77%	4,131	79%	Gross Payroll - Hourly	26,312	33,151	79%	32,051	82%	49,795	42,111
3,259	4,229	77%	4,131	79%	S/T Wages	26,312	33,151	79%	32,051	82%	49,795	42,111
256	324	79%	323	79%	Payroll Tax - FICA	2,059	2,538	81%	2,476	83%	3,812	3,281
36	72	49%	72	49%	Payroll Tax - UC	328	520	63%	592	55%	728	458
51	92	56%	67	76%	Payroll Tax - WC	479	701	68%	627	76%	1,063	789
343	488	70%	462	74%	S/T Adders	2,866	3,759	76%	3,695	78%	5,603	4,528
3,602	4,717	76%	4,593	78%	TOTAL PAYROLL	29,177	36,910	79%	35,747	82%	55,398	46,639
OPERATING EXPENSES												
0	50	0%	547	0%	Office Supplies	860	400	215%	573	150%	600	1,027
0	150	0%	0	0%	Supplies	878	1,201	73%	1,489	59%	1,801	1,971
0	0	0%	77	0%	Tournament Expense	(537)	774	-69%	666	-81%	1,174	(524)
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	75	0%	94	0%	Lesson Expense	0	665	0%	819	0%	965	332
0	0	0%	19	0%	Repair & Maint - Building	0	0	0%	19	0%	0	12
0	275	0%	738	0%	TOTAL OPERATING EXPENSES	5,374	7,329	73%	7,983	67%	9,015	7,497
(666)	(2,902)	23%	(2,315)	29%	EBITDA	(5,924)	(22,284)	27%	(21,632)	27%	(35,619)	(14,973)
(666)	(2,902)	23%	(2,315)	29%	NET INCOME	(5,924)	(22,284)	27%	(21,632)	27%	(35,619)	(14,973)

The Golf Club at Cypress Head
G & A
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
8,618	7,905	109%	8,399	103%	Gross Payroll - Salaried	66,551	63,240	105%	64,117	104%	94,860	99,035
8,618	7,905	109%	8,399	103%	S/T Wages	66,551	63,240	105%	64,117	104%	94,860	99,035
723	605	119%	662	109%	Payroll Tax - FICA	5,603	4,840	116%	5,404	104%	7,260	8,322
0	0	0%	0	0%	Payroll Tax - UC	237	291	82%	344	69%	291	237
160	173	92%	189	85%	Payroll Tax - WC	1,528	1,339	114%	1,695	90%	2,031	2,292
1,749	2,153	81%	1,126	155%	Benefits	13,816	16,104	86%	13,312	104%	24,716	20,339
2,632	2,931	90%	1,977	133%	S/T Adders	21,184	22,574	94%	20,755	102%	34,298	31,190
11,250	10,836	104%	10,376	108%	TOTAL PAYROLL	87,735	85,814	102%	84,872	103%	129,158	130,226
OPERATING EXPENSES												
66	386	17%	231	29%	Janitorial Supplies	1,949	2,936	66%	2,762	71%	4,136	3,264
29	98	30%	0	0%	Laundry/Uniforms	238	653	36%	55	433%	1,038	325
686	154	445%	46	1494%	Office Supplies	2,267	2,703	84%	2,846	80%	3,766	3,382
134	95	141%	286	47%	Alarm System	2,387	822	290%	1,205	198%	1,425	3,601
0	550	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	890	0
261	259	101%	371	70%	Computer Service	1,833	5,876	31%	2,218	83%	6,912	2,748
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
130	0	0%	0	0%	Repair & Maint - Equipment	2,108	812	260%	479	440%	1,022	3,894
340	0	0%	201	169%	Repair & Maint - Building	2,705	1,578	171%	1,871	145%	2,001	3,885
168	162	104%	168	100%	Off-Site Storage	1,344	1,326	101%	1,371	98%	1,974	2,026
2,376	2,162	110%	2,347	101%	Utilities - Other	18,688	15,906	117%	16,585	113%	25,123	29,182
(293)	150	-195%	137	-214%	Utilities - Telephone/Fax	934	777	120%	1,377	98%	1,377	1,341
483	29	1667%	332	146%	Bank Charges	4,105	1,265	324%	1,949	211%	3,427	5,427
237	0	0%	(75)	-317%	Cash Short/(Over)	(328)	0	0%	(679)	48%	0	490
150	200	75%	200	75%	Cell Phone	1,350	1,675	81%	1,475	92%	2,475	2,050
3,301	3,155	105%	3,434	96%	City Surcharge R & R	29,528	29,515	100%	27,174	109%	39,852	40,160
0	72	0%	43	0%	Copier/Photocopies	18	407	4%	532	3%	671	248
2,156	2,800	77%	2,043	106%	Credit Card Discounts	18,878	19,610	96%	18,282	103%	27,744	24,098
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
285	0	0%	0	0%	Dues & Subscriptions	505	409	123%	150	337%	1,109	964
0	0	0%	0	0%	Education & Training	150	200	75%	0	0%	200	150
54	211	26%	318	17%	Employee Relations	1,320	1,369	96%	1,280	103%	1,922	1,845
3,858	3,871	100%	3,796	102%	Insurance Expense	30,867	30,893	100%	30,367	102%	46,377	46,211
0	124	0%	0	0%	Member Relations	65	396	16%	131	49%	649	65
24	67	36%	62	38%	Messenger Service - Fedex	192	273	70%	282	68%	403	341
0	200	0%	0	0%	Miscellaneous	(36)	1,475	-2%	1,675	-2%	1,675	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
771	312	247%	276	279%	Payroll Processing Fee	7,803	2,301	339%	2,340	334%	3,535	12,151
100	42	239%	19	534%	Postage/Shipping	497	159	312%	97	511%	634	535
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	75	20	375%	(210)	-36%	(100)	30
45	0	0%	0	0%	Travel - Meals	1,515	683	222%	1,375	110%	683	2,033
132	1,737	8%	708	19%	Travel - Other	6,179	9,854	63%	5,379	115%	13,523	9,924
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
15,464	16,806	92%	14,914	104%	TOTAL OPERATING EXPENSES	149,251	147,103	101%	134,283	111%	205,607	212,792
(26,714)	(27,642)	97%	(25,290)	106%	EBITDA	(236,987)	(232,917)	102%	(219,155)	108%	(334,765)	(343,018)
5,713	5,827	98%	5,713	100%	Management Fee	45,703	46,616	98%	47,360	97%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	45,703	46,616	98%	47,360	97%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	295	784	38%	780	38%	1,176	1,442
117	283	41%	283	41%	Deprec - Buildings	932	2,264	41%	2,268	41%	3,396	7,884
154	381	40%	381	40%	S/T DEPR. & AMORT	1,227	3,048	40%	3,048	40%	4,572	9,326
(32,580)	(33,850)	96%	(31,384)	104%	NET INCOME	(283,916)	(282,581)	100%	(269,563)	105%	(409,261)	(420,898)

The Golf Club at Cypress Head
Marketing
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,497	3,371	104%	3,505	100%	Gross Payroll - Salaried	27,997	26,968	104%	27,050	103%	40,452	41,342
3,497	3,371	104%	3,505	100%	S/T Wages	27,997	26,968	104%	27,050	103%	40,452	41,342
251	258	97%	243	104%	Payroll Tax - FICA	2,013	2,064	98%	1,946	103%	3,096	2,969
0	5	0%	0	0%	Payroll Tax - UC	115	186	62%	163	71%	206	115
49	74	66%	59	84%	Payroll Tax - WC	496	572	87%	532	93%	868	759
423	425	100%	317	133%	Benefits	3,357	3,281	102%	3,200	105%	4,981	4,737
723	762	95%	619	117%	S/T Adders	5,982	6,103	98%	5,840	102%	9,151	8,579
4,221	4,133	102%	4,124	102%	TOTAL PAYROLL	33,978	33,071	103%	32,891	103%	49,603	49,921
					OPERATING EXPENSES							
4,176	2,246	186%	3,196	131%	Advertising & Promotion	12,587	12,583	100%	14,247	88%	16,247	17,571
0	1,000	0%	0	0%	Miscellaneous	900	9,616	9%	11,616	8%	11,616	900
0	100	0%	0	0%	Travel - Other	112	800	14%	328	34%	1,200	187
0	1,000	0%	0	0%	Website Expenses	0	3,000	0%	900	0%	4,000	2,100
4,176	4,346	96%	3,196	131%	TOTAL OPERATING EXPENSES	13,599	25,999	52%	27,091	50%	33,063	20,758
(8,397)	(8,479)	99%	(7,320)	115%	EBITDA	(47,577)	(59,070)	81%	(59,982)	79%	(82,666)	(70,679)
(8,397)	(8,479)	99%	(7,320)	115%	NET INCOME	(47,577)	(59,070)	81%	(59,982)	79%	(82,666)	(70,679)

The Golf Club at Cypress Head
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
90,156	84,983	106%	93,268	97%	Green Fees & Cart Fees	884,014	836,368	106%	798,092	111%	1,116,089	1,163,189
5,115	5,400	95%	4,494	114%	Merchandise	44,250	40,985	108%	37,856	117%	57,514	60,714
815	470	173%	1,085	75%	Other Pro Shop	10,504	9,660	109%	11,265	93%	11,540	13,743
3,330	3,161	105%	3,447	97%	Range	26,788	23,816	112%	25,285	106%	34,679	35,654
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
3,301	3,155	105%	3,434	96%	Other Operating Revenues	29,528	29,515	100%	27,174	109%	39,852	40,160
102,718	97,169	106%	105,729	97%	TOTAL REVENUE	995,084	940,344	106%	899,673	111%	1,259,674	1,313,596
COST OF SALES												
2,994	3,780	79%	2,563	117%	Merchandise	26,126	28,690	91%	27,023	97%	40,260	35,293
2,994	3,780	79%	2,563	117%	TOTAL COGS	26,126	28,690	91%	27,023	97%	40,260	35,293
58.5%	70.0%	83.6%	57.0%	102.6%	COGS - Merchandise %	59.0%	70.0%	84.3%	71.4%	82.7%	70.0%	693.7%
PAYROLL												
30,104	29,670	101%	25,412	118%	Course and Grounds	243,784	234,154	104%	223,360	109%	351,366	359,983
8,178	8,306	98%	7,714	106%	Carts, Range, Starters, Etc.	60,504	65,040	93%	56,102	108%	92,546	85,494
3,602	4,717	76%	4,593	78%	Pro Shop	29,177	36,910	79%	35,747	82%	55,398	46,639
11,250	10,836	104%	10,376	108%	General and Administrative	87,735	85,814	102%	84,872	103%	129,158	130,226
4,221	4,133	102%	4,124	102%	Marketing	33,978	33,071	103%	32,691	103%	49,603	49,921
57,355	57,662	99%	52,218	110%	TOTAL PAYROLL	455,180	454,989	100%	432,972	105%	678,071	672,263
OPERATING EXPENSES												
26,676	22,385	119%	30,871	86%	Course and Grounds	170,816	145,523	117%	138,081	124%	212,591	280,365
6,228	7,183	87%	7,282	86%	Carts, Range, Starters, Etc.	54,773	58,236	94%	55,572	99%	85,302	79,909
0	275	0%	738	0%	Pro Shop	5,374	7,329	73%	7,983	67%	9,015	7,497
0	0	0%	0	0%	Food and Beverage	0	0	0%	322	0%	0	0
15,464	16,806	92%	14,914	104%	General and Administrative	149,251	147,103	101%	134,283	111%	205,607	212,792
4,176	4,346	96%	3,196	131%	Marketing	13,599	25,999	52%	27,091	50%	33,063	20,758
52,544	50,995	103%	57,000	92%	TOTAL OPERATING EXPENSES	393,813	384,190	103%	363,333	108%	545,578	601,320
112,893	112,437	100%	111,781	101%	TOTAL EXPENSES	875,119	867,869	101%	823,327	106%	1,263,909	1,308,876
(10,175)	(15,268)	67%	(6,053)	168%	EBITDA	119,965	72,475	166%	76,345	157%	(4,235)	4,720

The Golf Club at Cypress Head
For the Eight Months Ending May 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(10,175)	(15,268)	67%	(6,053)	168%	EBITDA	119,965	72,475	166%	76,345	157%	(4,235)	4,720
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(45,703)	(46,616)	98%	(47,360)	97%	(69,924)	(68,554)
(154)	(381)	40%	(381)	40%	OTHER INCOME (EXPENSE)	(1,227)	(3,048)	40%	(3,048)	40%	(4,572)	(9,326)
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(1,227)	(3,048)	40%	(3,048)	40%	(4,572)	(9,326)
(154)	(381)	40%	(381)	40%	TOTAL OTHER INCOME (EXPENSE)	(1,227)	(3,048)	40%	(3,048)	40%	(4,572)	(9,326)
(16,042)	(21,476)	75%	(12,146)	132%	NET INCOME	73,035	22,811	320%	25,938	282%	(78,731)	(73,160)
3,096	3,407	91%	3,130	99%	Paid Rounds	27,810	27,073	103%	25,214	110%	38,696	37,474
699	422	166%	785	89%	Annual Pass Rounds	6,052	3,812	159%	6,206	98%	5,051	8,503
277	287	97%	278	100%	Other Rounds	1,907	1,831	104%	1,621	118%	2,812	2,723
4,072	4,116	99%	4,193	97%	Total Rounds	35,769	32,716	109%	33,041	108%	46,559	48,700
33	29	116%	34	98%	Revenue/Paid Rounds	36	35	103%	36	100%	33	419
25	24	107%	25	100%	Revenue/Total Rounds	28	29	97%	27	102%	27	320

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 5/1/2017
Account: First

To:
5/31/2017
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$91,134.57	\$93,411.47	\$119,669.15	(\$26,257.68)	\$64,876.89
	10050-5950-900	Cash - Course Payroll BMO	\$25,739.99	\$45,164.44	\$45,739.79	(\$575.35)	\$25,164.64
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$95.00	\$95.00	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$2,552.11	\$14,810.78	\$14,236.59	\$574.19	\$3,126.30
	12000-5950-900	Inventory - Merchandise	\$19,111.55	\$641.04	\$3,058.79	(\$2,417.75)	\$16,693.80
	13020-5950-900	Prepaid Insurance	\$7,362.76	\$0.00	\$3,858.39	(\$3,858.39)	\$3,504.37
	13040-5950-900	Prepaid Exp - Other	\$8,156.22	\$7,030.45	\$6,521.49	\$508.96	\$8,665.18
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	\$3,310.31	\$0.00	\$36.87	(\$36.87)	(\$3,347.18)
	22080-5950-900	Accum. Deprec - Buildings	(\$21,999.41)	\$0.00	\$116.74	(\$116.74)	(\$22,116.15)
	30000-5950-900	Accts Pay - Trade	(\$38,476.31)	\$99,492.16	\$101,739.24	(\$2,247.08)	(\$40,723.39)
	30040-5950-900	Accts Pay - Other	\$109,607.61	\$10,648.39	\$10,372.71	\$275.68	\$109,883.29
	31000-5950-900	Accrued Expenses	(\$699.44)	\$699.44	\$0.00	\$699.44	\$0.00
	31020-5950-900	Accrued Payroll	(\$6,164.08)	\$0.00	\$4,618.65	(\$4,618.65)	(\$10,782.73)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$340.50	\$340.50	\$0.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$7,775.44)	\$7,775.44	\$5,289.64	\$2,485.80	(\$5,289.64)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,301.28	\$3,301.28	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,320.00)	\$631.62	\$472.47	\$159.15	(\$2,160.85)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,856.90)	\$2,929.47	\$3,061.47	(\$132.00)	(\$1,988.90)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$24,820.72)	\$4,964.15	\$0.00	\$4,964.15	(\$19,856.57)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$24,233.69)	\$4,846.73	\$0.00	\$4,846.73	(\$19,386.96)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$139.14)	\$225.93	\$225.93	\$0.00	(\$139.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$18,924.71)	\$619.52	\$127.75	\$491.77	(\$18,432.94)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,178.62)	\$584.68	\$609.40	(\$24.72)	(\$15,203.34)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$45,695.63)	\$9,139.13	\$0.00	\$9,139.13	(\$36,556.50)
	32220-5950-900	Deferred Rev - Founders Pass	(\$492.43)	\$98.48	\$0.00	\$98.48	(\$393.95)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$68,850.85)	\$0.00	\$9,909.36	(\$9,909.36)	(\$78,760.21)
	50040-5950-100	Green Fees - Member	(\$371,556.60)	\$0.00	\$39,894.16	(\$39,894.16)	(\$411,450.76)
	50070-5950-100	Green Fees - (surcharge)	(\$26,226.47)	\$3,301.28	\$6,602.56	(\$3,301.28)	(\$29,527.75)
	50500-5950-200	Cart Fee 18	(\$263,520.57)	\$0.00	\$27,912.06	(\$27,912.06)	(\$291,432.63)
	50520-5950-200	Cart Fee - Annual Trail	(\$63,703.79)	\$0.00	\$9,139.13	(\$9,139.13)	(\$72,842.92)
	52090-5950-600	Handicap Fee	(\$4,480.00)	\$0.00	\$40.00	(\$40.00)	(\$4,520.00)
	52150-5950-600	Lessons	(\$3,409.05)	\$0.00	\$485.00	(\$485.00)	(\$3,894.05)
	52280-5950-600	Rental Clubs	(\$1,800.00)	\$0.00	\$290.00	(\$290.00)	(\$2,090.00)
	52310-5950-600	Retail	(\$39,134.85)	\$0.00	\$5,115.12	(\$5,115.12)	(\$44,249.97)
	53050-5950-220	Range Pass Revenue	(\$23,457.70)	\$0.00	\$3,330.42	(\$3,330.42)	(\$26,788.12)
	56120-5950-100	City Surcharge R & R	(\$26,226.47)	\$0.00	\$3,301.28	(\$3,301.28)	(\$29,527.75)
	60000-5950-600	COGS - Merchandise - Accessories	\$23,132.47	\$2,993.83	\$0.00	\$2,993.83	\$26,126.30
	70000-5950-100	Gross Payroll - Salaried	\$62,196.43	\$7,133.01	\$0.00	\$7,133.01	\$69,329.44
	70000-5950-900	Gross Payroll - Salaried	\$57,933.37	\$15,532.57	\$6,914.69	\$8,617.88	\$66,551.25
	70000-5950-950	Gross Payroll - Salaried	\$24,499.42	\$3,497.22	\$0.00	\$3,497.22	\$27,996.64
	70010-5950-100	Gross Payroll - Hourly	\$109,008.04	\$17,187.44	\$0.00	\$17,187.44	\$126,195.48
	70010-5950-200	Gross Payroll - Hourly	\$46,969.79	\$7,361.21	\$0.00	\$7,361.21	\$54,331.00
	70010-5950-600	Gross Payroll - Hourly	\$23,052.27	\$3,259.38	\$0.00	\$3,259.38	\$26,311.65
	71000-5950-100	Payroll Tax - FICA	\$12,101.22	\$1,728.95	\$0.00	\$1,728.95	\$13,830.17
	71000-5950-200	Payroll Tax - FICA	\$3,686.65	\$584.62	\$0.00	\$584.62	\$4,271.27
	71000-5950-600	Payroll Tax - FICA	\$1,802.42	\$256.24	\$0.00	\$256.24	\$2,058.66
	71000-5950-900	Payroll Tax - FICA	\$4,880.47	\$722.69	\$0.00	\$722.69	\$5,603.16
	71000-5950-950	Payroll Tax - FICA	\$1,762.06	\$251.15	\$0.00	\$251.15	\$2,013.21
	71010-5950-100	Payroll Tax - UC	\$1,584.92	\$143.53	\$0.00	\$143.53	\$1,728.45
	71010-5950-200	Payroll Tax - UC	\$726.00	\$106.67	\$0.00	\$106.67	\$832.67
	71010-5950-600	Payroll Tax - UC	\$292.44	\$35.61	\$0.00	\$35.61	\$328.05
	71010-5950-900	Payroll Tax - UC	\$237.18	\$0.00	\$0.00	\$0.00	\$237.18

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-950	Payroll Tax - UC	\$114.92	\$0.00	\$0.00	\$0.00	\$114.92
	71020-5950-100	Payroll Tax - WC	\$3,144.01	\$370.51	\$0.00	\$370.51	\$3,514.52
	71020-5950-200	Payroll Tax - WC	\$896.42	\$116.19	\$0.00	\$116.19	\$1,012.61
	71020-5950-600	Payroll Tax - WC	\$428.04	\$51.08	\$0.00	\$51.08	\$479.12
	71020-5950-900	Payroll Tax - WC	\$1,367.61	\$159.94	\$0.00	\$159.94	\$1,527.55
	71020-5950-950	Payroll Tax - WC	\$447.29	\$49.14	\$0.00	\$49.14	\$496.43
	71030-5950-100	Benefits	\$25,645.25	\$5,540.43	\$1,999.41	\$3,541.02	\$29,186.27
	71030-5950-200	Benefits	\$47.83	\$47.29	\$38.31	\$8.98	\$56.81
	71030-5950-900	Benefits	\$12,066.87	\$3,196.20	\$1,446.84	\$1,749.36	\$13,816.23
	71030-5950-950	Benefits	\$2,934.13	\$616.67	\$193.60	\$423.07	\$3,357.20
	80110-5950-200	Cart Supplies	\$1,313.49	\$0.00	\$0.00	\$0.00	\$1,313.49
	80170-5950-100	Course Accessories	\$3,348.91	\$0.00	\$0.00	\$0.00	\$3,348.91
	80230-5950-100	Fertilizer	\$20,650.02	\$3,667.50	\$0.00	\$3,667.50	\$24,317.52
	80270-5950-100	Fuel	\$6,953.90	\$1,001.93	\$0.00	\$1,001.93	\$7,955.83
	80280-5950-100	Fungicides	\$4,483.27	\$0.00	\$0.00	\$0.00	\$4,483.27
	80320-5950-100	Herbicides	\$11,273.12	\$3,602.65	\$425.25	\$3,177.40	\$14,450.52
	80370-5950-100	Insecticides	\$15,618.55	\$1,760.00	\$380.00	\$1,380.00	\$16,998.55
	80380-5950-900	Janitorial Supplies	\$1,883.06	\$66.20	\$0.00	\$66.20	\$1,949.26
	80420-5950-900	Laundry/Uniforms	\$208.79	\$29.33	\$0.00	\$29.33	\$238.12
	80520-5950-600	Office Supplies	\$860.32	\$0.00	\$0.00	\$0.00	\$860.32
	80520-5950-900	Office Supplies	\$1,581.47	\$685.75	\$0.00	\$685.75	\$2,267.22
	80610-5950-220	Range Balls	\$2,515.00	\$0.00	\$0.00	\$0.00	\$2,515.00
	80620-5950-220	Range Equipment	\$1,149.15	\$0.00	\$0.00	\$0.00	\$1,149.15
	80690-5950-100	Sand/Topdress	\$4,205.62	\$599.00	\$0.00	\$599.00	\$4,804.62
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$610.68	\$49.97	\$0.00	\$49.97	\$660.65
	80780-5950-600	Supplies	\$877.50	\$0.00	\$0.00	\$0.00	\$877.50
	80810-5950-600	Tournament Expense	(\$537.43)	\$0.00	\$0.00	\$0.00	(\$537.43)
	81010-5950-900	Alarm System	\$2,252.50	\$134.00	\$0.00	\$134.00	\$2,386.50
	81090-5950-200	Cart Repairs	\$33.11	\$0.00	\$0.00	\$0.00	\$33.11
	81130-5950-900	Computer Service	\$1,571.80	\$261.26	\$0.00	\$261.26	\$1,833.06
	81200-5950-900	Guest Relations	\$31.94	\$0.00	\$0.00	\$0.00	\$31.94
	81220-5950-600	Handicap Expense	\$4,173.50	\$0.00	\$0.00	\$0.00	\$4,173.50
	81250-5950-100	Irrigation	\$1,906.58	\$3,122.40	\$63.72	\$3,058.68	\$4,965.26
	81350-5950-100	Repair & Maint - Equipment	\$13,488.90	\$4,844.63	\$7.33	\$4,837.30	\$18,326.20
	81350-5950-900	Repair & Maint - Equipment	\$1,977.94	\$130.00	\$0.00	\$130.00	\$2,107.94
	81360-5950-100	Repair & Maint - Building	\$10.42	\$0.00	\$0.00	\$0.00	\$10.42
	81360-5950-900	Repair & Maint - Building	\$2,364.98	\$340.00	\$0.00	\$340.00	\$2,704.98
	82000-5950-200	Cart Lease	\$37,489.69	\$5,355.67	\$0.00	\$5,355.67	\$42,845.36
	82020-5950-100	Equipment Lease	\$34,203.75	\$4,886.25	\$0.00	\$4,886.25	\$39,090.00
	82060-5950-900	Off-Site Storage	\$1,176.00	\$168.00	\$0.00	\$168.00	\$1,344.00
	83000-5950-100	Utilities - Electric	\$1,524.35	\$247.81	\$0.00	\$247.81	\$1,772.16
	83000-5950-200	Utilities - Electric	\$6,045.07	\$872.05	\$0.00	\$872.05	\$6,917.12
	83020-5950-100	Utilities - Other	\$14,261.99	\$3,393.91	\$0.00	\$3,393.91	\$17,655.90
	83020-5950-900	Utilities - Other	\$16,312.51	\$2,375.53	\$0.00	\$2,375.53	\$18,688.04
	83030-5950-100	Utilities - Telephone/Fax	\$698.53	\$101.07	\$0.00	\$101.07	\$799.60
	83030-5950-900	Utilities - Telephone/Fax	\$1,226.78	\$6.84	\$299.44	(\$292.60)	\$934.18
	83050-5950-100	Utliities - Water	\$1,816.71	\$275.30	\$0.00	\$275.30	\$2,092.01
	84030-5950-950	Adv/Promo - Local/Regional Print	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$7,710.08	\$4,276.46	\$100.00	\$4,176.46	\$11,886.54
	85020-5950-900	Bank Charges	\$3,621.38	\$483.49	\$0.00	\$483.49	\$4,104.87
	85050-5950-900	Cash Short/(Over)	(\$564.01)	\$621.40	\$384.90	\$236.50	(\$327.51)
	85060-5950-900	Cell Phone	\$1,200.00	\$150.00	\$0.00	\$150.00	\$1,350.00
	85070-5950-900	City Surcharge R & R	\$26,226.47	\$3,301.28	\$0.00	\$3,301.28	\$29,527.75
	85110-5950-900	Copier/Photocopies	\$17.72	\$0.00	\$0.00	\$0.00	\$17.72
	85120-5950-900	Credit Card Discounts	\$16,722.10	\$2,156.02	\$0.00	\$2,156.02	\$18,878.12
	85140-5950-900	Donations	(\$266.95)	\$370.00	\$370.00	\$0.00	(\$266.95)
	85150-5950-900	Dues & Subscriptions	\$220.00	\$285.00	\$0.00	\$285.00	\$505.00
	85160-5950-100	Education & Training	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	85160-5950-900	Education & Training	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$1,265.95	\$123.39	\$69.47	\$53.92	\$1,319.87
	85200-5950-100	Employee Testing	\$409.40	\$0.00	\$0.00	\$0.00	\$409.40
	85280-5950-900	Insurance Expense	\$27,008.73	\$3,858.39	\$0.00	\$3,858.39	\$30,867.12

TRIAL BALANCE SUMMARY FOR 2016
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85320-5950-900	Member Relations	\$64.50	\$0.00	\$0.00	\$0.00	\$64.50
	85330-5950-900	Messenger Service - Fedex	\$167.74	\$23.93	\$0.00	\$23.93	\$191.67
	85340-5950-900	Miscellaneous	(\$35.64)	\$0.00	\$0.00	\$0.00	(\$35.64)
	85340-5950-950	Miscellaneous	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85430-5950-100	O/S - Other	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00
	85430-5950-900	O/S - Other	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$7,032.13	\$1,178.77	\$407.50	\$771.27	\$7,803.40
	85490-5950-900	Postage/Shipping	\$396.30	\$100.35	\$0.00	\$100.35	\$496.65
	85610-5950-100	Tax/Licenses/Fees	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	85610-5950-900	Tax/Licenses/Fees	\$105.00	\$0.00	\$30.00	(\$30.00)	\$75.00
	85710-5950-900	Travel - Meals	\$1,470.43	\$44.52	\$0.00	\$44.52	\$1,514.95
	85720-5950-900	Travel - Other	\$6,047.45	\$131.94	\$0.00	\$131.94	\$6,179.39
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	90000-5950-900	Management Fee	\$39,989.95	\$5,712.85	\$0.00	\$5,712.85	\$45,702.80
	98020-5950-900	Deprec - Mach & Equip	\$258.09	\$36.87	\$0.00	\$36.87	\$294.96
	98040-5950-900	Deprec - Buildings	\$815.18	\$116.74	\$0.00	\$116.74	\$931.92
	RCMWD-5950-100	Rounds - Complimentary - Weekday	11,021.00	133.00	0.00	133.00	11,154.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,315.00	144.00	0.00	144.00	17,459.00
	RMBWD-5950-100	Rounds - Member - Weekday	62,057.00	699.00	0.00	699.00	62,756.00
	RPKWD-5950-100	Rounds - Peak - Weekday	326,855.00	3,096.00	0.00	3,096.00	329,951.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	142	\$0.00	\$442,641.40	\$442,641.40	\$0.00



June 20th, 2017

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for May 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING May 2017								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 53,105	\$ 49,094	\$ 4,011		\$ 519,739	\$ 483,873	\$ 463,590	\$ 35,866
Cart Fees	\$ 37,051	\$ 35,889	\$ 1,162		\$ 364,276	\$ 352,495	\$ 334,503	\$ 11,781
Range	\$ 3,330	\$ 3,161	\$ 169		\$ 26,788	\$ 23,816	\$ 25,285	\$ 2,972
Pro- Shop Revenues	\$ 5,930	\$ 5,870	\$ 60		\$ 54,754	\$ 50,645	\$ 49,122	\$ 4,109
City Surcharge R/R	\$ 3,301	\$ 3,155	\$ 146		\$ 29,528	\$ 29,515	\$ 27,174	\$ 13
Total Revenue	\$ 102,717	\$ 97,169	\$ 5,548		\$ 995,085	\$ 940,344	\$ 899,674	\$ 54,741
Cost of Sales	\$ 2,994	\$ 3,780	\$ (786)	58%	\$ 26,126	\$ 28,690	\$ 270,023	\$ (2,564)
Merchandise	\$ 2,994	\$ 3,780	\$ (786)		\$ 26,126	\$ 28,690	\$ 270,023	\$ (2,564)
Gross Margin	\$ 99,723	\$ 93,389	\$ 6,334		\$ 968,959	\$ 911,654	\$ 629,651	\$ 57,305
Total Payroll	\$ 57,355	\$ 57,662	\$ (307)		\$ 455,180	\$ 454,989	\$ 432,972	\$ 191
Total Operating Expenses	\$ 52,544	\$ 50,995	\$ 1,549		\$ 393,813	\$ 384,190	\$ 363,333	\$ 9,623
Net Operating Income	\$ (10,175)	\$ (15,268)	\$ 5,093		\$ 119,965	\$ 72,475	\$ 76,345	\$ 47,490
Other Expenses	\$ 5,867	\$ 6,208	\$ (341)		\$ 46,930	\$ 49,664	\$ 50,408	\$ (2,734)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 45,703	\$ 46,616	\$ 47,360	\$ (913)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 154	\$ 381	\$ 545		\$ 1,227	\$ 3,048	\$ 3,048	\$ (1,821)
Net Cash From Ops	\$ (16,042)	\$ (21,476)	\$ 5,434		\$ 73,035	\$ 22,811	\$ 25,937	\$ 50,224
Rounds								
Total Rounds	4,072	4,116	(44)		35,769	32,716	33,041	3,053
Avg. Green Fee/Cart Fee	\$22.14	\$20.65	\$ 1.49		\$24.71	\$25.56	\$24.15	\$ (0.85)
Avg. Merchandise/round	\$1.46	\$1.43	\$ 0.03		\$1.53	\$1.55	\$1.49	\$ (0.02)

Overview:

- Overall revenues for May finished at \$102,718 versus a budgeted amount of \$97,169 for a positive gain of \$5,548. The range revenue was positive for \$169 relative to the budgeted amount for the month. The pro shop and merchandise sales were at the projected budget.
- Total payroll for the month was at the budgeted amount projected.
- Our operating expenses were slightly over the projected budget for the month.
- The month of May is the eight month in our fiscal year with the revenues being ahead of budget by \$54,741 as we continue to experience a warm weather pattern combined with outstanding course conditions. Total payroll YTD is equal to the projected budget with total expenses being over budget by \$9,623 again due to the additional expenses required for herbicides, fertilizers, insecticides and watering as a result of the continued drought.

R&R Projects:

- There were no projects for the month of May.

Tee Sheet Activity:

- There were 4,072 total rounds for the month which included 3,096 paid rounds, 699 Annual with Cypress Pass member rounds and 277 other rounds. The round type for the month included 3060 eighteen hole rounds and 904 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

May 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3096	3407	3130	27810	25214
Annual	699	422	785	6052	6206
Other rounds	277	287	278	1907	1621
Total Rounds	4072	4116	4193	35769	33041

Departmental Summaries:**Course & Grounds/Range**

- The maintenance department continues to be busy keeping up with mowing all areas on a consistent basis. Additionally, a pre emerge was applied to tees, fairways and rough areas to help control and prevent the growth of weeds. A foliar application of nutrients was distributed over the entire golf course. A light granular fertilizer was also added to the greens.



- The golf course recovered well from the small tine aerification on the greens, fairways, tee boxes and the rough performed in late April. This process is necessary to help control the buildup of thatch, alleviate soil compaction and promote root growth.
- The maintenance team will continue with course detailing around the edges of cart paths, tee sign beds and bunkers in preparation for the upcoming Mayor's Invitational.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Bermuda Sands, Ahead headwear and St Andrews products. There was \$200 in gift card sales purchased for the month as well as over \$5,930 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. In conjunction with the Kemper Sports Player Development initiatives, we offered a Golf Get Ready program for all levels of golfers from beginners to skilled players.
- The MGA, the WGA and our summer leagues continue to play on a weekly basis and continue to be well attended. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf followed by dinner at the Tavern.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events and will be hosting a “How to run a successful Golf Tournament” seminar in June.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with over 10,200 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.
- During the month of May we hosted the Spruce Creek Football Boosters, the POSD Rotary tournament and the POSD Chamber Golf League.
- Our community outreach for May involved a Folds of Honor promotion over the Memorial Day Weekend. Cypress Head donated \$1.00 for each round played and we were able to donate over \$500.00 to this organization benefitting military families.
- We continue to increase our visibility on various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Report run: 6/20/2017 11:46 AM MDT
Data current as of: 6/20/2017 11:45 AM MDT

REPORT CRITERIA

Date of Survey: 5/1/17 - 5/31/17
Select level: Cypress Head

Number of Surveys: 46

	#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals						8.7	9.4	8.0	8.2	9.1	69.6	8.8		
Cypress Head						8.7	9.4	8.0	8.2	9.1	69.6	8.8		
Golf						8.7	9.4	8.0	8.2	9.1	69.6	8.8		

- There were over 400 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.7. We also received a recommended rating of 9.1 and our service rating is at 9.4.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- During the next months we will be participating in Kemper sponsored player development programs. This will include free ladies and men's clinic as well as junior clinic every Saturday during June and July. These programs are designed to introduce new players to the game of golf and to experience all that Cypress Head has to offer.
- We also have our Junior Summer program schedule in place including summer camps and our "Kids Play Free" initiative. The information has been shared with the Parks & Recreation department for distribution by the city of Port Orange. All of us here at Cypress Head are committed to assisting our junior golfers and increasing our presence in the community.
- Of course, we are very excited about hosting the premier event in Volusia County, "The 31st Annual Mayor's Invitational "on June 17th". We are expecting a full field of players for the tournament which will be benefitting the Parks & Recreation programs for the city of Port Orange.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (F16) Second Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-12.

SUMMARY: Ordinance 2017-12 amends Chapter 2, Article VI, Division 2 of the Code of Ordinances by establishing a new Section regarding Cone of Silence procedures to ensure the integrity in the issuance, evaluation and award of all procurement solicitations.

"Cone of Silence" means a prohibition on any communication regarding a particular competitive solicitation between (1) any person who seeks an award, including a potential vendor or vendor's representative, its employees, partners, directors, or officers, consultants, lobbyists, subcontractors, or any other individual acting through or on behalf of any entity seeking an award; and (2) any City Council member, city manager or any person designated by the city to evaluate or recommend selection in the competitive solicitation process. The procurement official, the Purchasing Manager, is the designated conduit for communications for the vendor seeking an award.

A Cone of Silence shall be effective from the deadline date for responses and shall continue until the date and time of the city council meeting. The Cone of Silence shall terminate at the time the item is presented to the City Council.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-12	Ord. No. 2017-12.pdf
2.	Florida Statute - Cone of Silence	F.S. 287.057 Procurement of Commodities or Contractual Services.pdf

Robin Fenwick

Created/Initiated - 06/30/2017

ORDINANCE NO 2017-12

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2,
ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-279,
CONE OF SILENCE; PROVIDING FOR DEFINITIONS,
PROHIBITED COMMUNICATIONS, EFFECTIVE DATES,
NOTICE, PERMITTED COMMUNICATIONS, VIOLATIONS
AND APPEAL PROCEDURES; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-279 to read as follows:

Chapter 2-ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-279. – Cone of Silence

(a) Definitions. Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1. Affected Person means any person, and that person's support staff, appointed, hired, designated, or authorized to evaluate, rank, recommend, or select a Vendor or a Vendor's response to a competitive solicitation or to make an award in a competitive solicitation process.
2. Competitive Solicitation means a formal process by the City relating to the acquisition of goods or services, which process is intended to provide an equal

and open opportunity to qualified persons and entities to be selected to provide the goods or services.

3. Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
4. Evaluation or Selection Committee means a group of persons appointed or designated by the City Manager or the Director of a City office, agency, department, or division, or their designee, to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to a competitive solicitation.
5. Vendor means any person, entity or individual acting through or on behalf of such person or entity, that has entered into or that lobbies to enter into a contract or seeks an award with the City to provide goods, perform services, render an opinion or provide advice, or make a recommendation related to a competitive solicitation.
6. Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a Vendor in communicating regarding a competitive solicitation.

(b) Prohibited communication. Except as set forth in subsection (e), a Cone of Silence shall be in effect during the course of a competitive solicitation as provided in subsection (c) between:

1. Any person or entity, including a Vendor or Vendor's representative, that seeks a contract, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, and
2. Any Council Member, City Manager, or any member of the evaluation or selection committee for a competitive solicitation, or affected person as defined in subsection (a)(1).

(c) Effective dates. A Cone of Silence shall begin and shall end for a competitive solicitation within the scope of this Ordinance as follows:

1. For any Council Member or the Council's staff, a Cone of Silence shall be in effect during a competitive solicitation beginning at the time of issuance of the solicitation.
2. The Cone of Silence shall terminate at the time the City Council or other authorized person makes a final award or gives a final approval of a contract, rejects all bids or responses, or takes other action which ends the competitive

solicitation. If the City Council defers the matter to a future date, then the Cone of Silence shall continue until such time that the City Council acts to end the competitive solicitation process.

(d) Notice. When the Cone of Silence becomes effective for a competitive solicitation, the Finance Director, or designee, shall provide public notice of the effectiveness of this Ordinance to the competitive solicitation. The public notice shall include a statement that generally discloses the requirements of this Ordinance and, if any, the solicitation information for the goods or services.

(e) Permitted communication.

1. Nothing in this section shall prohibit a Council Member, the City Manager, or City employees from communicating with each other.
2. The Cone of Silence shall not apply to communications with the Purchasing Division, City Attorney and legal personnel, or other City personnel, provided that such person is not a member of the evaluation or selection committee appointed for the competitive solicitation or an Affected Person as defined in subsection (a)(1).
3. Nothing contained in this section shall prohibit any Vendor or Vendor's representative:
 - a. From making a public presentation during a public meeting; pre-bid conferences or at a selection meeting related to the competitive solicitation;
 - b. From engaging in contract negotiations during a public meeting related to the competitive solicitation;
 - c. From communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation; or
 - d. From communicating in writing as provided in subsection (4) below.
4. The Purchasing Manager, or designee, shall accept written communications from a Vendor or Vendor's representative during the time a Cone of Silence is applicable to a competitive solicitation. Such writing, including any response thereto, shall be formalized in writing and issued as an addendum to the competitive solicitation.

(f) Violations.

1. A complaint alleging a violation of this Ordinance may be filed with the Purchasing Manager. In each such instance, an investigation shall be performed by the Purchasing Manager and the results of each investigation, including a determination of violation, if any, shall be set forth in a written report. If there is a determination of violation, the Vendor or Vendor's representative shall be subject to disqualification, suspension and/or debarment procedures, as set forth in Chapter 2, Article VI, Section 2-276 of the City Code of Ordinances.
2. A copy of the report and notice of the disqualification, suspension and/or debarment procedures, as provided for in this subsection (f), shall be provided to the Vendor and any person who has been investigated.
3. A person or Vendor who is determined by the Purchasing Manager to have violated this Ordinance may appeal a disqualification within the time and in the manner provided in Section 2-277; and may appeal a suspension and/or debarment determination within the time and in the manner provided in Section 2-276(e) both of the City Code of Ordinances. If the determination is appealed and a final decision is rendered, the decision shall be the final determination. If no appeal is timely filed or if no final determination is made, the determination of the Purchasing Manager shall be final.
4. After a determination becomes final, a copy of the report or final decision shall be furnished to Council, the Vendor, and any person who was investigated.
5. A determination of violation shall render any award to a Vendor who is found to have violated this Ordinance voidable, at the sole discretion of Council.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. 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 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2017

Passed and adopted on second and final reading on the _____ day of _____, 2017

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

The 2016 Florida Statutes

[Title XIX](#)

[Chapter 287](#)

[View Entire Chapter](#)

PUBLIC BUSINESS PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.057 Procurement of commodities or contractual services.—

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. [287.017](#). Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(a) *Invitation to bid.*—The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1. All invitations to bid must include:
 - a. A detailed description of the commodities or contractual services sought; and
 - b. If the agency contemplates renewal of the contract, a statement to that effect.
2. Bids submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.
3. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.
4. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

(b) *Request for proposals.*—An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

1. Before issuing a request for proposals, the agency must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.
2. All requests for proposals must include:
 - a. A statement describing the commodities or contractual services sought;
 - b. The relative importance of price and other evaluation criteria; and
 - c. If the agency contemplates renewal of the contract, a statement to that effect.
3. Criteria that will be used for evaluation of proposals must include, but are not limited to:
 - a. Price, which must be specified in the proposal;
 - b. If the agency contemplates renewal of the contract, the price for each year for which the contract may be renewed;
 - c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and
 - d. Consideration of prior relevant experience of the vendor.
4. The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria

set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(c) *Invitation to negotiate.*—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

1. Before issuing an invitation to negotiate, the head of an agency must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

2. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

3. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the state.

(2) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(3) If the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head signs such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, the emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations and any other documents relating to the emergency action to the department. A copy of the written statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance may not exceed 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual

services sought for at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3).

(d) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

¹(e) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. As used in this subsection, the term “artistic services” does not include advertising or typesetting. As used in this subparagraph, the term “advertising” means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.

2. Academic program reviews if the fee for such services does not exceed \$50,000.

3. Lectures by individuals.

4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

5. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term “providers” means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

6. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.

9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

10. Training and education services provided to injured employees pursuant to s. 440.491(6).

11. Contracts entered into pursuant to s. 337.11.

12. Services or commodities provided by governmental entities.

13. Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under s. 501(c)(6) of the Internal Revenue Code which have a guaranteed documented match of at least \$3 to \$1.

(f) Continuing education events or programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.

(4) An agency must document its compliance with s. 216.3475 if the purchase of contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO and such services are not competitively procured.

(5) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(6) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(7)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(8) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(9) An agency shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of subsections (1)-(3).

(10) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment or the recipient of the funds is established during the appropriations process.

(11) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(12) Extension of a contract for commodities or contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(13) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (10), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding \$10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(14) For each contractual services contract, the agency shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor.

(a) Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must, at a minimum, complete training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to s. 17.03(3) to ensure that contractual services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures must include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of the agency's receipt of goods and services.

(b) Each contract manager who is responsible for contracts in excess of \$100,000 annually must complete training in contract management and become a certified contract manager. The department is responsible for establishing and disseminating the requirements for certification which include completing the training conducted by the Chief Financial Officer for accountability in contracts and grant management. Training and certification must be coordinated by the department, and the training must be conducted jointly by the department and the Department of Financial Services. Training must promote best practices and procedures related to negotiating, managing, and ensuring accountability in agency contracts and grant agreements, which must include the use of case studies based upon previous audits, contracts, and grant agreements. All agency contract managers must become certified within 24 months after establishment of the training and certification requirements by the department and the Department of Financial Services.

(15) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department.

(16)(a) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

1. At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.
2. At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service

requirements for which commodities or contractual services are sought.

(b) If the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon department rules in order to ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. At a minimum, the rules must address the qualifications required for certification, the method of certification, and the procedure for involving the certified negotiator. If the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.

(17)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, an agency may proceed with the contract award if the agency head certifies that the award is in the best interests of the state. The agency head must specify in writing the basis for the certification.

(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract;
or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(18) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(19) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(20) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(21) An agency may contract for services with any independent, nonprofit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools, on the same basis as it may contract with any state university and college.

(22) The department, in consultation with the Chief Financial Officer and the Agency for State Technology, shall maintain a program for online procurement of commodities and contractual services. To enable the state to promote open competition and leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department, in consultation with the Agency for State Technology and in compliance with the standards of the agency, may contract for equipment and services necessary to develop and implement online procurement.

(b) The department shall adopt rules to administer the program for online procurement. The rules must include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.
2. Establishing the procedures for conducting online procurement.
3. Establishing the criteria for eligible commodities and contractual services.
4. Establishing the procedures for providing access to online procurement.
5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.

1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of the services, including administrative and project service costs in accordance with the policies of the department.

2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.

3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 55.03(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(23) Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

History.—s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269; s. 1, ch. 2005-59; ss. 6, 15, ch. 2005-71; s. 6, ch. 2006-2; s. 4, ch. 2006-26; s. 19, ch. 2006-79; s. 25, ch. 2006-195; s. 1, ch. 2006-224; s. 8, ch. 2007-6; s. 15, ch. 2007-105; s. 6, ch. 2008-5; s. 13, ch. 2008-116; s. 5, ch. 2008-153; s. 4, ch. 2009-227; s. 9, ch. 2010-4; s. 19, ch. 2010-151; s. 13, ch. 2012-32; ss. 5, 6, ch. 2013-154; s. 1, ch. 2014-135; s. 25, ch. 2014-221.

¹**Note.**—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (F17) Second Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261 - Petty Cash Funds; authorization and procedures

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-20 amending Section 2-261.

SUMMARY: Ordinance No. 2017-20 will amend Section 2-261 - Petty Cash Funds; authorization and procedures subsection (b) relating to purchasing cards by removing the specific credit type "Visa" and allowing for all forms of purchasing cards that could be utilized based on future contract re-bid or renewals. Secondly, the "small dollar items" are removed as purchases made on p-cards are not always small dollar. Next, the monthly credit amount is added because it is a main purchasing card control. Finally, the amendment will remove the specific dollar values applied to the card limits, leaving the limits as established by the City's purchasing card procedure manual and approved by the city manager.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-20	Ord. No. 2017-20 .pdf
2.	Purchasing Card Procedure Manual- Word	Purchasing Card Procedure Manual.docx
3.	Purchasing Card Procedure Manual - PDF	Purchasing Card Procedure Manual.pdf

Robin Fenwick

Created/Initiated - 06/30/2017

ORDINANCE NO 2017-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-261, REGARDING PETTY CASH FUNDS AUTHORIZATION AND PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff has prepared revisions to improve the purchasing ordinances; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike-through (~~strike-through~~) type shall constitute deletions from the original text.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 2, Administration, Article VI, Section 2-261 of the Code of Ordinances as follows:

Chapter 2 – ADMINISTRATION

Sec. 2-261. - Petty cash funds and purchasing cards; authorization and procedures.

(a) Each department may establish a petty cash fund not exceeding an operating amount of \$500.00. The finance director shall, with the concurrence of the city manager, establish appropriate and reasonable operating amounts for such funds within the limit set forth above and establish written procedures for the operation and accounting for such funds within acceptable accounting practices.

(b) ~~VISA~~ Purchasing cards may be issued to specific ~~identified~~ employees within the ~~a departments to for purchases~~ small dollar items that do not exceed a single or monthly purchase of ~~\$500.00~~ amount as set forth in the city's purchasing card ~~policies and procedures~~ manual. The monthly credit limit ~~maximum purchase~~ for any single card holder ~~may not exceed \$5,000.00 unless otherwise modified and~~ shall be approved by the city manager for an amount not to exceed \$25,000.00.

SECTION 2. CODIFICATION. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of

this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3: CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY. 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 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

City of Port Orange



Purchasing Card Procedure Manual May 2017

I. CONTENTS

II. Overview	4
III. Authority	4
IV. Signature Block with Effective Date	4
V. Purchasing Card Program	5
A. Purpose	5
B. Personnel	5
C. Competencies	5
VI. Procedures	5
A. Purchasing Card Management	5
1. General	5
2. Card Requests and Issuance	6
3. Card Controls	6
4. Cancellation of Cards	8
5. Compliance Monitoring and Reporting	9
6. Disputes	10
7. Returns	11
8. Declined Purchases	11
B. Purchasing Card Security	11
1. Account Number Security	11
2. Chip Card Technology	12
3. Online Transactions	12
C. Roles and Responsibilities	13
1. General	13
2. Management	13
3. Purchasing Card Administrator	13
4. Cardholders	14
5. Reconciler	15
6. Accounts Payable	16
D. Purchasing Guidelines	17

1. General.....	17
2. Rules and Regulations	17
3. Contracts.....	17
4. Prohibited Purchases	17
5. Specialized Purchases	19
E. Reconciliation	24
1. General.....	24
2. Reconciliation Process	24
3. Documentation	24
4. Returns and Credits.....	25
5. Account Coding	25
6. Authorization	26
7. Assembling the Reconciliation Packet	26
8. Submission	26
F. Emergency Procedures	26
1. General.....	26
2. Emergency Card Status	27
3. Enhanced Purchasing Authority.....	27
4. Deactivation Procedures.....	27
VII. Appendices	27
VIII. Definitions.....	28

II. OVERVIEW

The City's Purchasing Card Program is designed to improve purchasing efficiency by allowing approved City employees to purchase authorized goods and services directly from a vendor using a City issued purchasing card (p-card) as payment. Use of the purchasing card does not relieve an employee from complying with Federal, State, local laws, or City policies and procedures. Purchasing regulations, as stated in Chapter 2, Article VI, Division 2 of the City's Code of Ordinances, regarding the purchase of goods and services must be adhered to. There are additional controls and procedures for p-card purchases which help to ensure that purchasing cards are properly used and secured. The Purchasing Card Procedure Manual also defines the roles and responsibilities of program participants and provides additional guidance applicable to purchasing cards.

III. AUTHORITY

City of Port Orange, Code of Ordinances:

Chapter 2, Article VI, Division 2, Sec. 2-261, "Petty Cash Funds and Purchasing Cards; Authorization and Procedures"

IV. SIGNATURE BLOCK WITH EFFECTIVE DATE

Michael Johansson
City Manager

Date

V. PURCHASING CARD PROGRAM

A. Purpose

The City is committed to ensuring that participants in the purchasing card program appropriately use and secure purchasing cards in a fiscally responsible manner. This procedure manual establishes standardized procedures for the purchasing card program.

B. Personnel

1. Purchasing Card Administrator
2. Department Directors
3. Cardholders
4. Reconcilers
5. Accounts Payable (Payer)
6. Finance Reviewers

C. Competencies

Personnel participating in the purchasing card program must:

1. Be an authorized City employee.
2. Have knowledge of general purchasing regulations, policies and procedures.
3. Complete the Purchasing Card Receipt/Certification form acknowledging the receipt and review of the Purchasing Card Procedure Manual.
4. Use good judgment and be a responsible user of the p-card program.

VI. PROCEDURES

A. Purchasing Card Management

1. General

The management of the purchasing card program is the responsibility of the Purchasing Card Administration, under the direction of the Purchasing Division. The Purchasing Card Administrator may make changes as necessary to issue cards, adjust credit limits and other card controls, cancel cards, monitor cardholder activity, and ensure compliance with regulations, policies, and procedures.

2. Card Requests and Issuance

Requests for p-cards are made by the department director. All requests for new cardholders or for changes to current cardholder accounts will be made by submitting a Request for a New Purchasing Card Form to the Purchasing Card Administrator. A department director can request a p-card for employees who need to purchase goods or services on a frequent basis. **Note:** While the last four digits of the cardholder's social security number are required for tracking purposes, the City does not use or provide any other personal information to the credit card company.

The Purchasing Card Administrator reviews the request, validates the information and orders the p-card in the online credit card system. The purchasing card will be created by the bank and mailed to the Purchasing Division.

Upon receipt of the p-card, the requesting department is notified. At the time of p-card issuance, the cardholder is provided with the Purchasing Card Procedure Manual for review. In addition, the cardholder is required to sign for receipt of the p-card and to agree to abide by the Purchasing Card Procedure Manual. The Finance Department is then notified that a p-card has been issued.

Purchasing cards are issued to individuals who are directly employed by the City. Temporary employees are **not** eligible for purchasing cards. It is the responsibility of the department director to verify employment status and to ensure that the Purchasing Card Administrator is notified of employment status changes that render an employee ineligible. Failure to notify the Purchasing Card Administrator may result in disciplinary action.

3. Card Controls

A department director sends cardholder profile information for authorized employees to the Purchasing Division. The Purchasing Division sets the card controls, such as the overall credit limit, single transaction limit, and Merchant Category Codes (MCC) for each cardholder.

Credit Limit: Standard credit limits are applied to each p-card as follows:

- Per transaction limit – \$1,999.99
- Monthly purchase limit – \$10,000.00
 - Splitting purchases to circumvent credit limits is prohibited.
 - Departments may establish lower or higher limits on a per cardholder basis.
 - All requests for limits outside of the standard limits require City Manager approval.

Cardholders are prohibited from splitting a charge to circumvent the single transaction limit. For example, if a cardholder would like to purchase \$2,050 worth of goods and the card's single transaction limit is \$1,999, the cardholder cannot ask the vendor to split the transaction and charge the p-card twice for an amount of \$1,025 each.

If a cardholder cannot make a purchase because it is over the credit limit, the Purchasing Division can authorize a temporary increase. The cardholder must request permission from the department director, who must request the temporary increase in writing to the Purchasing Division.

If the desired purchase amount exceeds the credit limit and a temporary increase is not granted, the cardholder should submit a requisition through the purchase order system.

Merchant Category Codes (MCCs): Every merchant is assigned an MCC by the credit card company based on the type of goods or services sold by the vendor. The Purchasing Card Administrator assigns MCCs to each p-card to control the types of goods or services permitted to be purchased with the p-card. MCC descriptions can be found in Appendix B of this Purchasing Card Procedure Manual.

Additional Authorization Criteria: Additional restrictions may also be applied, such as limiting the number of transactions per day or per month.

Changes to Card Controls: Changes to card controls, such as credit limits and MCCs, for an existing purchasing card must be requested in writing by the department director and submitted to the Purchasing Card Administrator. The Purchasing Division reviews the request for reasonableness and obtains approval by the City Manager if the request is

outside of the standard operating controls. The Purchasing Card Administrator will notify the department director and the cardholder when a determination has been made.

4. **Cancellation of Cards**

Department directors, the Purchasing Division, the Finance Department or the City Manager may authorize the cancellation of a p-card. The request for cancellation and the reason for cancellation should be documented in writing. The following are common reasons for card cancellations:

1. The card is no longer needed to make purchases or is not being used.
2. Card security has been compromised.
3. The card has been lost, stolen or fraudulently used.
4. The cardholder has violated purchasing card policies or procedures.
5. The cardholder's employment has terminated with the City.
6. The cardholder has transferred to a new organizational unit in the City.

Cancellation Due to Termination: When a department director becomes aware that an employee is terminating employment or transferring to another department, the director must ***immediately***:

- Notify the Purchasing Card Administrator to initiate the p-card cancellation process.
- Obtain the purchasing card from the cardholder, cut the card in-half and return the card to the Purchasing Card Administrator.
- Discontinue use of the purchasing card assigned to the terminating employee. If a need for a p-card remains after the employee terminates employment, the department must request a new card for an employee in the department.

Cancellation Due to Lost, Stolen, of Fraudulent Use: Report lost or stolen cards ***immediately*** to the Purchasing Card Administrator.

- During nights, weekends and holidays, report lost or stolen cards directly to the bank and notify the Purchasing Card Administrator on the next business day.
Note: The bank may offer cardholders a duplicate card when reporting a lost or stolen card. The cardholder must decline the new card and contact the Purchasing

Card Administrator for a replacement card ordered through the purchasing card module.

- After receiving notification from the department, the Purchasing Card Administrator orders a replacement card through the purchasing card module and expedites delivery to reduce the interruption period for p-card usage.
- The cardholder is notified upon receipt of the card. The cardholder is required to sign for the Receipt/Certification form for the replacement card.

5. Compliance Monitoring and Reporting

Internal Audit

The Purchasing Card Administrator periodically conducts internal audits of purchasing card transactions, receipts, reports and signature authorities. Findings are reported to the department director and Finance Director with recommendations for corrective action. The Purchasing Card Administrator performs follow-up procedures to ensure that corrective action has been taken.

External Audit

The Purchasing Card Program is also subject to the annual financial and internal control audit that is performed by an independent CPA firm. Findings are reported in the City's Comprehensive Annual Financial Report that is presented to Council and made available to the public. The CPA firm will recommend corrective action and will perform follow-up procedures in subsequent audits to ensure that corrective action has been taken.

Reporting

Upon request, the Purchasing Card Administrator can provide management with reports designed to ensure program compliance to include, but not limited to, the following areas:

- a. Cardholder limits and usage reports
- b. Vendor spend analysis
- c. Cardholder non-eligibility reports
- d. Prompt-payment compliance reports

6. Disputes

For transactions disputes, the cardholder must attempt to reach a resolution directly with the merchant. The cardholder must document all attempts to resolve the issue. In most cases, disputes can be resolved between the cardholder and the merchant. Typically, the merchant issues a credit that posts to the account within 7-10 business days.

If efforts to resolve the issue with the merchant are not successful or if a credit does not post to the account within a reasonable amount of time, the appropriate dispute paperwork should be filed with the bank. The dispute forms can be filed on the bank's purchasing card website.

The cardholder or reconciler must notify the Purchasing Card Administrator and department director of the issue. Purchasing will assist the cardholder in dispute procedures.

The following are common causes for disputes:

- The transaction is not authorized.
- The charge amount does not agree with the order amount.
- Merchandise or services were not received.
- Merchandise ordered was defective or the order was not accurate.
- An order was canceled, but the card was charged.
- The charge was paid by another means.
- A credit amount appears as a charge.
- A credit from a merchant was not received.
- Double or multiple charges occurred.
- Sales tax was charged.

The bank performs an investigation and notifies the Purchasing Card Administrator of the resolution, which is usually in the form of a credit to the account for the disputed amount. If the problem is resolved between the merchant and the cardholder after the dispute has been filed with the bank, the cardholder must document the solution and notify the Purchasing Card Administrator and the bank as soon as possible.

7. Returns

For returned purchases, the vendor should credit the account within a reasonable amount of time. The credit will appear on the purchasing card reconciliation report and the reconciler and cardholder must verify that the credit is correct. Under no circumstances may a cardholder receive cash for a returned or disputed item.

8. Declined Purchases

On occasion, a cardholder's purchase may be declined by the vendor. If a purchase is declined, contact the Purchasing Card Administrator immediately. The Administrator can identify the reason for the decline in real time by reviewing transaction codes on the purchasing card website. The Purchasing Card Administrator can also call the bank to resolve the matter, if needed. Depending on the circumstances, the Administrator can authorize an override to the account to allow the transaction to process.

Common reasons for declined transactions are:

- a. The MCC is restricted and the purchase is being made from a vendor outside of the MCCs assigned to the purchasing card.
- b. The cardholder has exceeded the single transaction or monthly limit.
- c. The card has expired.
- d. The cardholder entered incorrect card information, most commonly the expiration date.

B. Purchasing Card Security

1. Account Number Security

A cardholder is responsible for the security of their card.

- a. Do not loan a card to another person for use.
- b. Do not give the account number (card number) to any individual other than the merchant from whom the cardholder is making a purchase.
- c. Use all precautions to maintain the confidentiality of the account number, CVV code and expiration date of the purchasing card.
- d. Never leave the account number in a conspicuous place.

- e. Ensure that the complete card number is not provided on registration forms, receipts and other documentation.
- f. If the p-card is kept in a City office, secure the p-card in a locked drawer.

2. Chip Card Technology

Purchasing cards contain a magnetic strip and embedded chip technology “chip card”. For chip cards, the bank requires that each cardholder establish a personal identification number (PIN) enabling the cardholder to use the card at terminals with chip card technology. The PIN aids in cardholder identity authentication and is designed to mitigate fraud risk.

- a. Keep your PIN secure at all times.
- b. Do not disclose the PIN to any other person.
- c. Keep the PIN stored separately from the p-card.
- d. In the event the cardholder suspects the confidentiality of the PIN may have been compromised, the cardholder should immediately change the PIN by calling the number listed on the back of the card.

3. Online Transactions

The p-card program is designed to create efficiencies in the purchasing process and enables cardholders to make purchases online for convenience. Before entering card information online, a cardholder should:

- Look for a small padlock symbol in the address bar which indicates a secure site. Click on the lock icon (usually located to the left of the URL). A pop-up will appear, showing the website permissions, security certificate information and other related details.
- Ensure that the web address begins with https:// (the s stands for 'secure').
- Be aware that a vendor will never ask for a PIN or online banking password, however, the 3-digit security number (CVV code) located on the back of the card is typically required.
- Re-enter card information for each purchase and should not store card information in the merchant site.

- Look for signs that the company is real, such as a physical address and phone number.
- Review the website's privacy policy which contains useful information on how data is collected from the website, how it's used, and the security measures used to make sure confidential data is safe. If a website is lacking a proper privacy policy, you may want to consider purchasing from another vendor.

C. Roles and Responsibilities

1. General

The Purchasing Card Program is administered and monitored by the Finance Department, Purchasing Division, on behalf of the City.

2. Management

The City Manager, department director, or delegated authority should:

- a. Authorize cardholders.
- b. Ensure that cardholders follow general purchasing and purchasing card policies, procedures and regulations.
- c. Specify the department reconciler.
- d. Notify the Purchasing Card Administrator of card cancellations, replacements, and cardholder and reconciler changes, as needed.
- e. Immediately collect, destroy and reconcile purchasing cards from cardholders who are terminating employment or transferring to another department.
- f. Review the reconciliation reports and supporting documentation and approve the expenditures listed.

3. Purchasing Card Administrator

The Purchasing Card Administrator should:

- a. Develop, revise and maintain purchasing card policies and procedures.
- b. Provide training to purchasing program participants on applicable policies and procedures, as necessary.

- c. Assist cardholders, reconcilers, and department directors in managing the purchasing card program.
- d. Issue, replace and terminate purchasing cards.
- e. Be accountable for all purchasing cards and maintain appropriate records for issuance, terminations and changes to purchasing cards.
- f. Maintain standard credit limits as directed by the City Manager and Finance Director.
- g. Maintain MCC vendor restrictions and adjust MCCs applied to purchasing cards as necessary for City operations and internal controls.
- h. Serve as the City's contact person with the banking institution.
- i. Provide assistance in completing purchasing card forms.
- j. Receive and review purchasing card forms for completeness, accuracy and compliance with policies and procedures.
- k. Maintain cardholder and reconciler information and access in the purchasing card website.
- l. Immediately cancel a purchasing card upon notification of employee termination, that a card is lost, stolen or fraudulently used, that a cardholder has misused the p-card, or upon management's request.
- m. Assist users with access issues and reset user passwords in the purchasing card website.
- n. Conduct compliance reviews and audits to ensure compliance with purchasing rules and regulations.
- o. Analyze transactions and provide p-card reports to management as requested.

4. Cardholders

Authorized cardholders should:

- a. Review the Purchasing Card Procedure Manual prior to receiving a p-card.
- b. Comply with City purchasing ordinances, policies, and procedures applicable to general purchasing and the purchasing card program.
- c. Be responsible and use reasonable judgment when making purchases.
- d. Secure reasonable prices on behalf of the City.

- e. Ensure the security of the purchasing card and protect the purchasing card account number.
- f. Immediately notify the Purchasing Card Administrator and the banking institution if a purchasing card is lost, stolen or fraudulently used.
- g. Provide a tax-exempt certificate to vendors to avoid taxes being charged.
- h. Review receipts and statements for accuracy and ensure that all charges are authorized.
- i. Provide original receipts and supporting documentation to the reconciler for monitoring, retention, and reconciliation with the billing statement.
- j. Identify returned or disputed items and attempt to reach a resolution directly with the merchant.
- k. In the event of termination of employment with the City, discontinue purchasing card activities, cut the purchasing card in-half, return the card to the department director, and reconcile outstanding purchasing card transactions prior to termination.

5. Reconciler

The assigned purchasing card reconciler should:

- a. Review the Purchasing Card Procedure Manual upon designation as a reconciler.
- b. Verify cardholder purchases are in accordance with policies, procedures, and regulations.
- c. Obtain access to the p-card website for all cardholders in the reconciler's department.
- d. Obtain the monthly p-card statements from the Accounts Payable Division or from the online banking website.
- e. Remind cardholders to submit original receipts in a timely manner and provide assistance to cardholders, as needed.
- f. Compile monthly p-card reconciliation packages, including receipts, supporting documentation, and necessary notes and reconcile monthly statements to supporting documentation.

- g. Review receipts and supporting documentation to ensure that sales tax is not charged, that returns and disputed items are properly credited and that transactions appear reasonable and appropriate.
- h. Notify the cardholder, department director and the Purchasing Card Administrator if an expected credit is not received in a reasonable amount of time.
- i. Ensure that travel expenses are documented on the appropriate travel forms.
- j. Note the appropriate accounting code(s) on the receipt.
- k. Ensure the cardholder's signature and date of goods or services received are indicated on the receipt.
- l. Provide the reconciliation package to the department director and request the director's signature and date of approval on the reconciliation report.
- m. Forward the monthly reconciliation package, in an orderly fashion, to the Accounts Payable Division.
- n. Research questioned transactions and provide answers in a timely manner.
- o. Assist in dispute resolutions and general p-card matters.

6. Accounts Payable

The Accounts Payable Department (Payer) should:

- a. Receive the monthly combined statement and the individual cardholder statements from the bank.
- b. Send copies of the cardholder statements to appropriate department reconcilers.
- c. Receive the reconciled monthly p-card packages from department reconcilers.
- d. Ensure the monthly reconciliation process is complete and includes adequate documentation, authorization, and account coding.
- e. Work with departments to correct documentation, reconciliation and account coding issues.
- f. Submit a journal entry to cost monthly charges on the consolidated statement using correct accounting codes.
- g. Maintain p-card reconciliation reports and supporting documentation by month, department, and cardholder for audit and retention purposes.
- h. Participate in the compliance review and audit process, as necessary.

D. Purchasing Guidelines

1. General

Participation in the p-card program is a privilege that carries a high degree of employee responsibility. Although the p-card is issued in the cardholder's name, the account is owned and managed by the City. Cardholders are expected to use good judgment and must comply with all City ordinances, policies, procedures and regulations.

2. Rules and Regulations

All purchasing rules, ordinances, guidelines, policies and procedures of the City and applicable Florida Statutes apply to the use of the purchasing card. Any employee who knowingly and willingly makes a purchase or attempts to make a purchase that violates such regulations, assists another person in such acts, or fails to report such violations is subject to disciplinary action. Abuse or misuse of the purchasing card may result in termination of the cardholder's purchasing card privileges and disciplinary action.

All suspected abuses of the purchasing card program must be reported to the Purchasing Card Administrator immediately. The Purchasing Card Administrator should conduct a review and communicate the findings and recommendations to the cardholder's department director, the Finance Director, and the City Manager.

3. Contracts

To the extent possible, cardholders should purchase from awarded contract vendors to fulfill the City's contractual obligations. Unless otherwise directed, purchases that are governed by purchasing contracts should not be purchased with a p-card.

4. Prohibited Purchases

- a. After-the-fact payment for goods or services: Purchasing authority is required prior to making a purchase. This authorization may be verbally communicated by the department director; however, the director will confirm the authority in writing on the monthly reconciliation report.
- b. Fixed asset purchases: The purchasing card cannot be used to purchase fixed assets (capital assets). Fixed assets include property, plant, equipment, and

infrastructure assets costing \$5,000 or more and that have a useful life of more than two years. Fixed assets typically do not include replacement or repair parts that serve as components of a larger piece of equipment.

- c. Pre-payment for goods or services: Cardholders may use the purchasing card to prepay for goods or services if the purchase requires prepayment. Typically, advance payments are required for software license and maintenance agreements, subscriptions, trainings and conferences.
- d. Sales tax: The City is tax exempt and does not pay sales tax. The cardholder is responsible for ensuring that a sales tax-exempt certificate is provided to the vendor and that sales taxes is not charged. If the purchase is made outside of the State of Florida, the vendor is not required to honor the sales tax exemption certificate. A copy of the tax-exempt certificate is available on the Purchasing Division's website.

Vendors will not grant tax exempt status when a personal credit card is used as payment. **If an employee uses a personal credit card and is charged sales tax, the City will not reimburse the employee for the sales tax charged.**

If a vendor charges tax, a written notation is made on the receipt. The cardholder must request a credit for the sales tax from the merchant. If sales tax is not refunded by the vendor, a dispute should be filed with the bank.

- e. Transaction fees: Except for entities regulated by the Public Service Commission (utilities), vendors who accept credit cards as a form of payment must not charge a transaction fee.
- f. Personal convenience: Public funds cannot be expended to satisfy the personal preference of employees, such as portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots, food supplies, etc. In addition, a department may not purchase more expensive office furniture or equipment than is necessary because the employee prefers a more expensive item.

g. Other prohibited purchases:

- Cash advances
- Gift cards
- Personal items
- Food items (including refreshments such as coffee and donuts)
- Purchases from electronic auction houses (e.g. eBay)
- Employee gifts (cards, birthday presents, awards, flowers)
- Employee relocation expenses
- Employee-related job expenses (boots, uniforms, hats)
- Entertainment related purchases
- Office decorations (globes, statues, plants, picture frames, etc.)
- Vehicle maintenance
- Purchases specifically restricted by the Purchasing Division

5. **Specialized Purchases**

Additional procedures apply to the following specialized purchases:

a. Information Technology (IT) Purchases: The purchasing card can be used to purchase universal IT related items such as:

- USB thumb drives
- Cell phone chargers, cases and clips
- Computer speakers, headphones, wireless mouse and mouse pads
- Computer or monitor stands, keyboards
- Printer ink, toner cartridges

While universal accessories do not require IT approval, computer hardware, software, and system upgrades must be approved by the Information Technology Department. The IT Department verifies that the item requested can be supported by the current systems. A copy of the authorization must be included in the purchasing card reconciliation packet. The following commonly purchased items require IT Department approval:

- Scanners
- Printers
- Digital cameras and webcams

- b. Parks and Recreation Department: Parks and Recreation programs generate revenue from program participants. The revenue generated is intended to be invested back into the programs for the benefit of the participants. As such, purchases made for these programs are outside of the City's normal operating activities. The purchasing card may be used to purchase items related to participant activities and programs and may include items such as:
- Filed trips (theme parks, movies, etc.)
 - Food for participants
 - Holiday decorations
 - Promotional items (backpacks, cups, etc.)
 - Music CD/DVDs
 - Project supplies (art supplies, plants, etc.)
 - Prizes and awards
- c. Continuing Education Credit (CEC): In general, payment of continuing education is the responsibility of the individual holding the professional certification or licensure and City funds may not be used to pay for CEC on behalf of an individual. Payment may be made, however, for classes that enhance the employee's ability to perform their assigned duties. Such classes may offer CEC as a condition of attendance provided that an additional cost is not incurred for the CEC. If an additional fee is required for CEC, additional costs are the responsibility of the attendee.
- d. Notary Expenses: Payment for notary dues are permitted if a notary license is related to the employee's assigned duties. Additional expenses such as insurance, manuals, or other related items are the responsibility of the individual notary and are not valid City expenditures.
- e. Membership Dues: Memberships dues are permitted if membership to the organization benefits City operations. A membership due is considered beneficial if it enables members to attend valuable training opportunities related to the employee's assigned duties or offers discounted pricing for such trainings.
- f. Registration Fees: Registration fees for classes, seminars, conventions, workshops, or trainings are permitted if there is a clear benefit to the City and if

attendance enhances the employee's ability to perform their current assigned duties.

- Payment for other attendees may be charged to one p-card for convenience; however, sufficient documentation of employees attending must be included.
 - Registration fees in connection with travel expense require approved travel forms to be submitted as part of the reconciliation packet.
- g. Meeting Room Rental: Meeting room rentals must be reasonable and necessary. The City owns and operates multiple facilities that can be used for meetings, free of charge. If a meeting room must be rented for a cost, a detailed justification should accompany the receipt. It is advisable to obtain City Manager approval prior to paying for the meeting room. If allowable, the purchase must be documented by an itemized receipt that includes all applicable charges and cost breakdowns for audiovisual charges, set-up fees, food and other charges.
- h. Printing: Printing purchases are permitted; however, a copy of the printed material must be included with the receipt as documentation.
- i. Utility Payments: Government agencies and private utility companies, such as electric, water, sewer, and garbage disposal services, accept credit cards for payment of services. The purchasing card may be used to pay for these services; however, an additional fee may apply. Cardholder should weigh the costs and benefits and document the determination.
- j. Public Works Department - Vehicle Maintenance: Departments must coordinate vehicle maintenance, service and parts through the Public Works – Fleet Maintenance Department and are not permitted to use p-cards for such purchases. The Public Works Department monitors the Fleet Maintenance program and is permitted to use p-cards to make purchases for daily operations.
- k. Travel: P-cards can be used to pay for travel-related expenses, including hotels, rental cars, airline tickets, and gas for City vehicles only. Cardholders must comply with the Travel Policy 1-17.

An employee must adhere to all local and State procedures and regulations governing travel and must travel by the most economical means. An employee

should keep a copy of the sales tax-exempt certificate on hand to verify tax exempt status. The following provides a guideline to cardholders to procure travel-related services:

1. Hotels: Hotel reservations should be made directly with the hotel and should be made at the hotel where the convention or conference is held, if possible.

Cardholders should ask for the hotel's cancellation policy at the time of reservation. It is the cardholder's responsibility to ensure cancellations are made per the hotel's policy. Cardholders are responsible for the cancellation of co-worker arrangements made using the cardholder's p-card. If a reservation is made with the purchasing card and the trip is canceled, it is the cardholder's responsibility to cancel the reservation. If the cardholder fails to do so, and the vendor charges the card, the cardholder must reimburse the City for the charges.

Hotels are sales tax-exempt if located in Florida. Hotels may offer an exemption of other local taxes and fees, but are not required to do so.

2. Vehicle rentals: Vehicle rentals may be placed on the purchasing card. Justification for vehicle rentals must be provided along with a copy of the rental agreement. The justification should be a written explanation describing the need for a rental vehicle or a calculation indicating that renting a vehicle was the most economical means of transportation.

The State of Florida procures a statewide rental agreement at discounted rates for use by State and local agencies. The Purchasing Division can provide additional information on current contract vendors and rates.

3. Fuel purchases: Fuel purchases may be charged to a p-card for City-owned vehicles or rentals used for City-related business only. For fuel purchases charged to a p-card for a rental vehicle, the traveler must submit the rental agreement with the monthly reconciliation. **A City issued p-card cannot be used to purchase fuel for a personal vehicle even if the travel is for legitimate City business.** If a personal vehicle is used, the employee must

submit mileage documentation and is paid in accordance with the statutory per diem rate.

4. Airfare: Airfare should be booked far in advance to secure the most economical fares. The lowest class tickets available should be purchased. The traveler should consider connecting flights and a broad window of departure and arrival times to maximize savings. Airfare is sales tax-exempt; however, airport, airline, or travel agent service charges may apply.
5. Package deals: Package deals offered by third-party vendors, such as Travelocity, Orbit, Price Line, Expedia, Yahoo Travel, etc. may be permitted if the package is the lowest price and adequate documentation is provided detailing the costs charged.
6. Personal travel expenses: Personal expenses such as in-room movies, room service, or water and other refreshments are the personal responsibility of the cardholder. If the charges are generated on the hotel bill, they must be paid with personal funds and a revised bill should be generated detailing business expenses only.
7. Non-employee costs: Cardholders are prohibited from using the p-card to pay travel costs for an individual who is not an employee.

E. Reconciliation

1. General

The purpose of the monthly reconciliation process is to ensure that all charges on the monthly p-card statement are accurate, appropriate and authorized. A reconciliation process must be completed for each card on a monthly basis. Cardholders are required to ensure that all charges are documented by a receipt and other necessary documentation. The designated department reconciler is responsible for completing the reconciliation process.

2. Reconciliation Process

The main task in the monthly reconciliation process is matching the charges on the monthly statement to supporting receipts, thereby “reconciling” the statement to supporting documentation. During the reconciliation process, the reconciler must also ensure that proper authorization is received. Accurate account codes must also be assigned to each transaction by the reconciler. Lastly, the reconciler is responsible for completing the process in a timely manner and forwarding the reconciliation package to the Accounts Payable Division.

3. Documentation

Reconcilers should ensure that all receipts and supporting documentation are included in the reconciliation packet. The information should be arranged in an orderly fashion to facilitate the review process.

Receipts must include a description of the goods or services acquired, number of units, cost per unit and total cost. A statement or invoice is not an acceptable receipt.

Receipt certification: The cardholder must sign and date each receipt to indicate the receipt, inspection, and acceptance of the goods or services. Receipt certification is the responsibility of the cardholder, but should be enforced by the reconciler. Receipt certification also indicates that the information provided on the receipt is correct to the best of the cardholder’s knowledge.

Replacement receipts: Cardholders must make every attempt to obtain an original receipt from the vendor. If an original receipt cannot be obtained, the cardholder

may use a combination of several documents, such as email confirmations, packing slips, web page screen-prints, etc. The cardholder should submit the following documentation with the monthly reconciliation:

- (1) Vendor
- (2) Date of purchase
- (3) Description, quantity, price per unit, and total charge
- (4) Reason that the original receipt is not available
- (5) Documented attempts to obtain a receipt from the vendor

The replacement receipt will require the signatures of the cardholder and the department director authorizing the charge.

Thermal receipts: Original receipts supporting transactions are maintained by the City. Because of their temporary nature, a copy of the thermal receipt should be submitted with the original receipt.

4. **Returns and Credits**

A notation should be made on the statement for items that have been disputed or returned, but for which credit has not yet been received. The reconciler is responsible for ensuring that credits post on a subsequent statement. Credits received on the purchasing card should be clearly noted in the reconciliation packet and must include a copy of the original receipt indicating the specific item(s) being credited.

5. **Account Coding**

The reconciler should cost all charges made on the p-card to the appropriate account codes on a summary sheet. When using the p-card to purchase goods or services, the cardholder is able to expend funds even if budgeted funds do not exist. Spending funds that are not budgeted causes accounts to go into the negative. It is the reconciler's responsibility to ensure that account codes used have sufficient budget to cover the monthly p-card transactions. If the budget is deficient, the reconciler must submit a budget transfer from another account to cover the monthly purchases.

6. **Authorization**

After the reconciliation is complete, the reconciler signs and dates the front of the reconciliation packet as verification of review and completion. Next, the reconciler obtains the department director's signature and date on the front of the reconciliation packet as verification of purchasing authorization and confirmation that the expenses are reasonable and necessary for City operations.

7. **Assembling the Reconciliation Packet**

The monthly reconciliation packet should be organized in the following manner:

- (1) Purchasing Card Summary Sheet
- (2) Monthly Charge Summary Report (monthly statement)
- (3) Supporting receipts and documentation in order of the monthly statement

To facilitate the review process, arrange documentation in the same orientation and tape small receipts to 8.5 x 11 in. paper.

8. **Submission**

The reconciler is responsible for submitting the reconciliation package to the Accounts Payable Division by the 10th day following the close of the monthly cycle.

F. **Emergency Procedures**

1. **General**

During declarations of an emergency, purchasing card credit limits may be greatly increased and authority may be expanded to include the purchase of food and other emergency needs.

2. **Emergency Card Status**

The City Manager or appointed designee may authorize additional cards for emergency use only. The request should contain the name of cardholder and credit limit.

3. **Enhanced Purchasing Authority**

- a. **Emergency Card Credit Limits:** In the event communication with an impacted area is lost or the City Manager, or designee, is unavailable, the Finance Director and Purchasing Card Administrator may open existing cards with an emergency monthly default limit of \$25,000.
- b. **MCCs and Authorized Purchases:** During a declared state of emergency, MCC restrictions are removed to allow for necessary emergency operation purchases, such as food and supplies.

4. **Deactivation Procedures**

The City Manager is responsible for authorizing the reduction of the expanded purchasing authority on purchasing-cards activated during declared emergencies. The authorization is a judgment call that should be made when working conditions are returned to normal and standard procurement procedures can suffice.

VII. **APPENDICES**

Appendix A – Purchasing Card Process Map

Appendix B – Merchant Category Codes (MCC)

Appendix C – Forms

- Request for a New Purchasing Card form
- Request for Purchasing Card Access - Administrator form
- Request for ESP Login Only form
- Purchasing Cardholder Receipt/Certification form
- Request for Cancellation of Purchasing Card form

VIII. **DEFINITIONS**

Accounts Payable: The final review stage before payment; facilitates payment and costing.

Advanced Payments: Payments made for goods or services prior to receipt.

Cardholder: Person in whose name a purchasing card is issued.

Cardholder Agreement: Statement that all cardholders must sign confirming that they have received a purchasing card and will follow all rules and guidelines set forth.

Charge Dispute: Act of protesting charges with the intent of seeking reimbursement from the vendor.

Continuing Education Credit (CEC): Credits received for fulfilling the certification requirements for a professional license or certification.

Contracted Employee: Employee who works at or provides services on behalf of the City, but who is employed and paid by a third party.

Credit Limit: Indicates the maximum amount that may be charged on a specific purchasing card during one monthly billing cycle.

Declared Emergency: Circumstances or situation that the Executive Office of Florida's Governor has officially designated by an executive order as an emergency.

Delegated Authority: A position and its associated authority, as outlined in an official delegation of authority, on file with the City clerk.

Department Director: Each cardholder is assigned a department director in the system who is responsible for reviewing and processing approval for payment of all charges. A department director also refers to a delegated authority, if such delegation exists.

Executive Order: A written directive issued by the Executive Office of Florida's Governor during a declared emergency.

Fixed Asset: A commodity costing \$5,000 or more and that has a useful life of more than two years.

Merchant Category Code (MCC): A numeric code assigned to vendors by the bank indicating the type of goods or services provided to customers.

Payer: The City Finance Department of Accounts Payable is the final payer for all purchases. This office receives the monthly purchasing card billing statement and is responsible for initiating payment for the monthly billing statement.

Purchasing Card: A City-issued credit card, sometimes referred to as a p-card, that authorized City employees to pay for goods and services for City-related expenses. All applicable purchasing policies, procedures and regulations apply.

Purchasing Card Administrator: Designated staff of the Finance Department responsible for overseeing the Purchasing Card Program.

Purchasing Card Liaison: An individual in each department designated to assist in communications between the cardholder and the Purchasing Card Administrator. The liaison is usually the assigned reconciler for the department.

Reconciler: A person in the cardholder's department who is responsible for verifying that individual receipts support the itemized purchases on the monthly billing statement (monthly purchasing card reconciliation report). The reconciler is required to submit the reconciliation report and receipts to the department director for approval and then to the payer in the Finance Department within ten working days after the statement date.

Summary Sheet: A sheet used to input accounting codes for monthly charges to be allocated to.

APPENDIX A

Purchasing Card Process Map

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APPENDIX B

MERCHANT CATEGORY CODES (MCC)

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APPENDIX C
FORMS

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City of Port Orange



Purchasing Card Procedure Manual May 2017

I. CONTENTS

II. Overview	4
III. Authority	4
IV. Signature Block with Effective Date.....	4
V. Purchasing Card Program	5
A. Purpose	5
B. Personnel	5
C. Competencies	5
VI. Procedures	5
A. Purchasing Card Management.....	5
1. General	5
2. Card Requests and Issuance.....	6
3. Card Controls.....	6
4. Cancellation of Cards.....	8
5. Compliance Monitoring and Reporting.....	9
6. Disputes.....	10
7. Returns	11
8. Declined Purchases	11
B. Purchasing Card Security	11
1. Account Number Security	11
2. Chip Card Technology.....	12
3. Online Transactions.....	12
C. Roles and Responsibilities.....	13
1. General	13
2. Management	13
3. Purchasing Card Administrator	13
4. Cardholders	14
5. Reconciler	15
6. Accounts Payable	16

D.	Purchasing Guidelines.....	17
1.	General	17
2.	Rules and Regulations	17
3.	Contracts	17
4.	Prohibited Purchases.....	17
5.	Specialized Purchases.....	19
E.	Reconciliation.....	24
1.	General	24
2.	Reconciliation Process.....	24
3.	Documentation	24
4.	Returns and Credits.....	25
5.	Account Coding	25
6.	Authorization.....	26
7.	Assembling the Reconciliation Packet	26
8.	Submission	26
F.	Emergency Procedures	26
1.	General	26
2.	Emergency Card Status	27
3.	Enhanced Purchasing Authority	27
4.	Deactivation Procedures	27
VII.	Appendices.....	27
VIII.	Definitions.....	28

II. OVERVIEW

The City's Purchasing Card Program is designed to improve purchasing efficiency by allowing approved City employees to purchase authorized goods and services directly from a vendor using a City issued purchasing card (p-card) as payment. Use of the purchasing card does not relieve an employee from complying with Federal, State, local laws, or City policies and procedures. Purchasing regulations, as stated in Chapter 2, Article VI, Division 2 of the City's Code of Ordinances, regarding the purchase of goods and services must be adhered to. There are additional controls and procedures for p-card purchases which help to ensure that purchasing cards are properly used and secured. The Purchasing Card Procedure Manual also defines the roles and responsibilities of program participants and provides additional guidance applicable to purchasing cards.

III. AUTHORITY

City of Port Orange, Code of Ordinances:

Chapter 2, Article VI, Division 2, Sec. 2-261, "Petty Cash Funds and Purchasing Cards; Authorization and Procedures"

IV. SIGNATURE BLOCK WITH EFFECTIVE DATE

Michael Johansson
City Manager

Date

2. Card Requests and Issuance

Requests for p-cards are made by the department director. All requests for new cardholders or for changes to current cardholder accounts will be made by submitting a Request for a New Purchasing Card Form to the Purchasing Card Administrator. A department director can request a p-card for employees who need to purchase goods or services on a frequent basis. **Note:** While the last four digits of the cardholder's social security number are required for tracking purposes, the City does not use or provide any other personal information to the credit card company.

The Purchasing Card Administrator reviews the request, validates the information and orders the p-card in the online credit card system. The purchasing card will be created by the bank and mailed to the Purchasing Division.

Upon receipt of the p-card, the requesting department is notified. At the time of p-card issuance, the cardholder is provided with the Purchasing Card Procedure Manual for review. In addition, the cardholder is required to sign for receipt of the p-card and to agree to abide by the Purchasing Card Procedure Manual. The Finance Department is then notified that a p-card has been issued.

Purchasing cards are issued to individuals who are directly employed by the City. Temporary employees are **not** eligible for purchasing cards. It is the responsibility of the department director to verify employment status and to ensure that the Purchasing Card Administrator is notified of employment status changes that render an employee ineligible. Failure to notify the Purchasing Card Administrator may result in disciplinary action.

3. Card Controls

A department director sends cardholder profile information for authorized employees to the Purchasing Division. The Purchasing Division sets the card controls, such as the overall credit limit, single transaction limit, and Merchant Category Codes (MCC) for each cardholder.

Credit Limit: Standard credit limits are applied to each p-card as follows:

- Per transaction limit – \$1,999.99
- Monthly purchase limit – \$10,000.00
 - Splitting purchases to circumvent credit limits is prohibited.
 - Departments may establish lower or higher limits on a per cardholder basis.
 - All requests for limits outside of the standard limits require City Manager approval.

Cardholders are prohibited from splitting a charge to circumvent the single transaction limit. For example, if a cardholder would like to purchase \$2,050 worth of goods and the card's single transaction limit is \$1,999, the cardholder cannot ask the vendor to split the transaction and charge the p-card twice for an amount of \$1,025 each.

If a cardholder cannot make a purchase because it is over the credit limit, the Purchasing Division can authorize a temporary increase. The cardholder must request permission from the department director, who must request the temporary increase in writing to the Purchasing Division.

If the desired purchase amount exceeds the credit limit and a temporary increase is not granted, the cardholder should submit a requisition through the purchase order system.

Merchant Category Codes (MCCs): Every merchant is assigned an MCC by the credit card company based on the type of goods or services sold by the vendor. The Purchasing Card Administrator assigns MCCs to each p-card to control the types of goods or services permitted to be purchased with the p-card. MCC descriptions can be found in Appendix B of this Purchasing Card Procedure Manual.

Additional Authorization Criteria: Additional restrictions may also be applied, such as limited the number of transactions per day or per month.

Changes to Card Controls: Changes to card controls, such as credit limits and MCCs, for an existing purchasing card must be requested in writing by the department director and submitted to the Purchasing Card Administrator. The Purchasing Division reviews the request for reasonableness and obtains approval by the City Manager if the request is

outside of the standard operating controls. The Purchasing Card Administrator will notify the department director and the cardholder when a determination has been made.

4. **Cancellation of Cards**

Department directors, the Purchasing Division, the Finance Department or the City Manager may authorize the cancellation of a p-card. The request for cancellation and the reason for cancellation should be documented in writing. The following are common reasons for card cancellations:

1. The card is no longer needed to make purchases or is not being used.
2. Card security has been compromised.
3. The card has been lost, stolen or fraudulently used.
4. The cardholder has violated purchasing card policies or procedures.
5. The cardholder's employment has terminated with the City.
6. The cardholder has transferred to a new organizational unit in the City.

Cancellation Due to Termination: When a department director becomes aware that an employee is terminating employment or transferring to another department, the director must ***immediately***:

- Notify the Purchasing Card Administrator to initiate the p-card cancellation process.
- Obtain the purchasing card from the cardholder, cut the card in-half and return the card to the Purchasing Card Administrator.
- Discontinue use of the purchasing card assigned to the terminating employee. If a need for a p-card remains after the employee terminates employment, the department must request a new card for an employee in the department.

Cancellation Due to Lost, Stolen, or Fraudulent Use: Report lost or stolen cards ***immediately*** to the Purchasing Card Administrator.

- During nights, weekends and holidays, report lost or stolen cards directly to the bank and notify the Purchasing Card Administrator on the next business day.
Note: The bank may offer cardholders a duplicate card when reporting a lost or stolen card. The cardholder must decline the new card and contact the Purchasing

Card Administrator for a replacement card ordered through the purchasing card module.

- After receiving notification from the department, the Purchasing Card Administrator orders a replacement card through the purchasing card module and expedites delivery to reduce the interruption period for p-card usage.
- The cardholder is notified upon receipt of the card. The cardholder is required to sign for the Receipt/Certification form for the replacement card.

5. Compliance Monitoring and Reporting

Internal Audit

The Purchasing Card Administrator periodically conducts internal audits of purchasing card transactions, receipts, reports and signature authorities. Findings are reported to the department director and Finance Director with recommendations for corrective action. The Purchasing Card Administrator performs follow-up procedures to ensure that corrective action has been taken.

External Audit

The Purchasing Card Program is also subject to the annual financial and internal control audit that is performed by an independent CPA firm. Findings are reported in the City's Comprehensive Annual Financial Report that is presented to Council and made available to the public. The CPA firm will recommend corrective action and will perform follow-up procedures in subsequent audits to ensure that corrective action has been taken.

Reporting

Upon request, the Purchasing Card Administrator can provide management with reports designed to ensure program compliance to include, but not limited to, the following areas:

- a. Cardholder limits and usage reports
- b. Vendor spend analysis
- c. Cardholder non-eligibility reports
- d. Prompt-payment compliance reports

6. Disputes

For transactions disputes, the cardholder must attempt to reach a resolution directly with the merchant. The cardholder must document all attempts to resolve the issue. In most cases, disputes can be resolved between the cardholder and the merchant. Typically, the merchant issues a credit that posts to the account within 7-10 business days.

If efforts to resolve the issue with the merchant are not successful or if a credit does not post to the account within a reasonable amount of time, the appropriate dispute paperwork should be filed with the bank. The dispute forms can be filed on the bank's purchasing card website.

The cardholder or reconciler must notify the Purchasing Card Administrator and department director of the issue. Purchasing will assist the cardholder in dispute procedures.

The following are common causes for disputes:

- The transaction is not authorized.
- The charge amount does not agree with the order amount.
- Merchandise or services were not received.
- Merchandise ordered was defective or the order was not accurate.
- An order was canceled, but the card was charged.
- The charge was paid by another means.
- A credit amount appears as a charge.
- A credit from a merchant was not received.
- Double or multiple charges occurred.
- Sales tax was charged.

The bank performs an investigation and notifies the Purchasing Card Administrator of the resolution, which is usually in the form of a credit to the account for the disputed amount. If the problem is resolved between the merchant and the cardholder after the dispute has been filed with the bank, the cardholder must document the solution and notify the Purchasing Card Administrator and the bank as soon as possible.

7. Returns

For returned purchases, the vendor should credit the account within a reasonable amount of time. The credit will appear on the purchasing card reconciliation report and the reconciler and cardholder must verify that the credit is correct. Under no circumstances may a cardholder receive cash for a returned or disputed item.

8. Declined Purchases

On occasion, a cardholder's purchase may be declined by the vendor. If a purchase is declined, contact the Purchasing Card Administrator immediately. The Administrator can identify the reason for the decline in real time by reviewing transaction codes on the purchasing card website. The Purchasing Card Administrator can also call the bank to resolve the matter, if needed. Depending on the circumstances, the Administrator can authorize an override to the account to allow the transaction to process.

Common reasons for declined transactions are:

- a. The MCC is restricted and the purchase is being made from a vendor outside of the MCCs assigned to the purchasing card.
- b. The cardholder has exceeded the single transaction or monthly limit.
- c. The card has expired.
- d. The cardholder entered incorrect card information, most commonly the expiration date.

B. Purchasing Card Security

1. Account Number Security

A cardholder is responsible for the security of their card.

- a. Do not loan a card to another person for use.
- b. Do not give the account number (card number) to any individual other than the merchant from whom the cardholder is making a purchase.
- c. Use all precautions to maintain the confidentiality of the account number, CVV code and expiration date of the purchasing card.
- d. Never leave the account number in a conspicuous place.

- e. Ensure that the complete card number is not provided on registration forms, receipts and other documentation.
- f. If the p-card is kept in a City office, secure the p-card in a locked drawer.

2. Chip Card Technology

Purchasing cards contain a magnetic strip and embedded chip technology “chip card”. For chip cards, the bank requires that each cardholder establish a personal identification number (PIN) enabling the cardholder to use the card at terminals with chip card technology. The PIN aids in cardholder identity authentication and is designed to mitigate fraud risk.

- a. Keep your PIN secure at all times.
- b. Do not disclose the PIN to any other person.
- c. Keep the PIN stored separately from the p-card.
- d. In the event the cardholder suspects the confidentiality of the PIN may have been compromised, the cardholder should immediately change the PIN by calling the number listed on the back of the card.

3. Online Transactions

The p-card program is designed to create efficiencies in the purchasing process and enables cardholders to make purchases online for convenience. Before entering card information online, a cardholder should:

- Look for a small padlock symbol in the address bar which indicates a secure site. Click on the lock icon (usually located to the left of the URL). A pop-up will appear, showing the website permissions, security certificate information and other related details.
- Ensure that the web address begins with https:// (the s stands for 'secure').
- Be aware that a vendor will never ask for a PIN or online banking password, however, the 3-digit security number (CVV code) located on the back of the card is typically required.
- Re-enter card information for each purchase and should not store card information in the merchant site.

- Look for signs that the company is real, such as a physical address and phone number.
- Review the website's privacy policy which contains useful information on how data is collected from the website, how it's used, and the security measures used to make sure confidential data is safe. If a website is lacking a proper privacy policy, you may want to consider purchasing from another vendor.

C. Roles and Responsibilities

1. General

The Purchasing Card Program is administered and monitored by the Finance Department, Purchasing Division, on behalf of the City.

2. Management

The City Manager, department director, or delegated authority should:

- a. Authorize cardholders.
- b. Ensure that cardholders follow general purchasing and purchasing card policies, procedures and regulations.
- c. Specify the department reconciler.
- d. Notify the Purchasing Card Administrator of card cancellations, replacements, and cardholder and reconciler changes, as needed.
- e. Immediately collect, destroy and reconcile purchasing cards from cardholders who are terminating employment or transferring to another department.
- f. Review the reconciliation reports and supporting documentation and approve the expenditures listed.

3. Purchasing Card Administrator

The Purchasing Card Administrator should:

- a. Develop, revise and maintain purchasing card policies and procedures.

- b. Provide training to purchasing program participants on applicable policies and procedures, as necessary.
- c. Assist cardholders, reconcilers, and department directors in managing the purchasing card program.
- d. Issue, replace and terminate purchasing cards.
- e. Be accountable for all purchasing cards and maintain appropriate records for issuance, terminations and changes to purchasing cards.
- f. Maintain standard credit limits as directed by the City Manager and Finance Director.
- g. Maintain MCC vendor restrictions and adjust MCCs applied to purchasing cards as necessary for City operations and internal controls.
- h. Serve as the City's contact person with the banking institution.
- i. Provide assistance in completing purchasing card forms.
- j. Receive and review purchasing card forms for completeness, accuracy and compliance with policies and procedures.
- k. Maintain cardholder and reconciler information and access in the purchasing card website.
- l. Immediately cancel a purchasing card upon notification of employee termination, that a card is lost, stolen or fraudulently used, that a cardholder has misused the p-card, or upon management's request.
- m. Assist users with access issues and reset user passwords in the purchasing card website.
- n. Conduct compliance reviews and audits to ensure compliance with purchasing rules and regulations.
- o. Analyze transactions and provide p-card reports to management as requested.

4. **Cardholders**

Authorized cardholders should:

- a. Review the Purchasing Card Procedure Manual prior to receiving a p-card.
- b. Comply with City purchasing ordinances, policies, and procedures applicable to general purchasing and the purchasing card program.

- c. Be responsible and use reasonable judgment when making purchases.
- d. Secure reasonable prices on behalf of the City.
- e. Ensure the security of the purchasing card and protect the purchasing card account number.
- f. Immediately notify the Purchasing Card Administrator and the banking institution if a purchasing card is lost, stolen or fraudulently used.
- g. Provide a tax-exempt certificate to vendors to avoid taxes being charged.
- h. Review receipts and statements for accuracy and ensure that all charges are authorized.
- i. Provide original receipts and supporting documentation to the reconciler for monitoring, retention, and reconciliation with the billing statement.
- j. Identify returned or disputed items and attempt to reach a resolution directly with the merchant.
- k. In the event of termination of employment with the City, discontinue purchasing card activities, cut the purchasing card in-half, return the card to the department director, and reconcile outstanding purchasing card transactions prior to termination.

5. Reconciler

The assigned purchasing card reconciler should:

- a. Review the Purchasing Card Procedure Manual upon designation as a reconciler.
- b. Verify cardholder purchases are in accordance with policies, procedures, and regulations.
- c. Obtain access to the p-card website for all cardholders in the reconciler's department.
- d. Obtain the monthly p-card statements from the Accounts Payable Division or from the online banking website.
- e. Remind cardholders to submit original receipts in a timely manner and provide assistance to cardholders, as needed.

- f. Compile monthly p-card reconciliation packages, including receipts, supporting documentation, and necessary notes and reconcile monthly statements to supporting documentation.
- g. Review receipts and supporting documentation to ensure that sales tax is not charged, that returns and disputed items are properly credited and that transactions appear reasonable and appropriate.
- h. Notify the cardholder, department director and the Purchasing Card Administrator if an expected credit is not received in a reasonable amount of time.
- i. Ensure that travel expenses are documented on the appropriate travel forms.
- j. Note the appropriate accounting code(s) on the receipt.
- k. Ensure the cardholder's signature and date of goods or services received are indicated on the receipt.
- l. Provide the reconciliation package to the department director and request the director's signature and date of approval on the reconciliation report.
- m. Forward the monthly reconciliation package, in an orderly fashion, to the Accounts Payable Division.
- n. Research questioned transactions and provide answers in a timely manner.
- o. Assist in dispute resolutions and general p-card matters.

6. Accounts Payable

The Accounts Payable Department (Payer) should:

- a. Receive the monthly combined statement and the individual cardholder statements from the bank.
- b. Send copies of the cardholder statements to appropriate department reconcilers.
- c. Receive the reconciled monthly p-card packages from department reconcilers.
- d. Ensure the monthly reconciliation process is complete and includes adequate documentation, authorization, and account coding.
- e. Work with departments to correct documentation, reconciliation and account coding issues.
- f. Submit a journal entry to cost monthly charges on the consolidated statement using correct accounting codes.

- g. Maintain p-card reconciliation reports and supporting documentation by month, department, and cardholder for audit and retention purposes.
- h. Participate in the compliance review and audit process, as necessary.

D. Purchasing Guidelines

1. General

Participation in the p-card program is a privilege that carries a high degree of employee responsibility. Although the p-card is issued in the cardholder's name, the account is owned and managed by the City. Cardholders are expected to use good judgment and must comply with all City ordinances, policies, procedures and regulations.

2. Rules and Regulations

All purchasing rules, ordinances, guidelines, policies and procedures of the City and applicable Florida Statutes apply to the use of the purchasing card. Any employee who knowingly and willingly makes a purchase or attempts to make a purchase that violates such regulations, assists another person in such acts, or fails to report such violations is subject to disciplinary action. Abuse or misuse of the purchasing card may result in termination of the cardholder's purchasing card privileges and disciplinary action.

All suspected abuses of the purchasing card program must be reported to the Purchasing Card Administrator immediately. The Purchasing Card Administrator should conduct a review and communicate the findings and recommendations to the cardholder's department director, the Finance Director, and the City Manager.

3. Contracts

To the extent possible, cardholders should purchase from awarded contract vendors to fulfill the City's contractual obligations. Unless otherwise directed, purchases that are governed by purchasing contracts should not be purchased with a p-card.

4. Prohibited Purchases

- a. After-the-fact payment for goods or services: Purchasing authority is required prior to making a purchase. This authorization may be verbally communicated by

the department director; however, the director will confirm the authority in writing on the monthly reconciliation report.

- b. Fixed asset purchases: The purchasing card cannot be used to purchase fixed assets (capital assets). Fixed assets include property, plant, equipment, and infrastructure assets costing \$5,000 or more and that have a useful life of more than two years. Fixed assets typically do not include replacement or repair parts that serve as components of a larger piece of equipment.
- c. Pre-payment for goods or services: Cardholders may use the purchasing card to prepay for goods or services if the purchase requires prepayment. Typically, advance payments are required for software license and maintenance agreements, subscriptions, trainings and conferences.
- d. Sales tax: The City is tax exempt and does not pay sales tax. The cardholder is responsible for ensuring that a sales tax-exempt certificate is provided to the vendor and that sales taxes is not charged. If the purchase is made outside of the State of Florida, the vendor is not required to honor the sales tax exemption certificate. A copy of the tax-exempt certificate is available on the Purchasing Division's website.

Vendors will not grant tax exempt status when a personal credit card is used as payment. **If an employee uses a personal credit card and is charged sales tax, the City will not reimburse the employee for the sales tax charged.**

If a vendor charges tax, a written notation is made on the receipt. The cardholder must request a credit for the sales tax from the merchant. If sales tax is not refunded by the vendor, a dispute should be filed with the bank.

- e. Transaction fees: Except for entities regulated by the Public Service Commission (utilities), vendors who accept credit cards as a form of payment must not charge a transaction fee.
- f. Personal convenience: Public funds cannot be expended to satisfy the personal preference of employees, such as portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots, food supplies, etc. In addition,

a department may not purchase more expensive office furniture or equipment than is necessary because the employee prefers a more expensive item.

g. Other prohibited purchases:

- Cash advances
- Gift cards
- Personal items
- Food items (including refreshments such as coffee and donuts)
- Purchases from electronic auction houses (e.g. eBay)
- Employee gifts (cards, birthday presents, awards, flowers)
- Employee relocation expenses
- Employee-related job expenses (boots, uniforms, hats)
- Entertainment related purchases
- Office decorations (globes, statues, plants, picture frames, etc.)
- Vehicle maintenance
- Purchases specifically restricted by the Purchasing Division

5. Specialized Purchases

Additional procedures apply to the following specialized purchases:

a. Information Technology (IT) Purchases: The purchasing card can be used to purchase universal IT related items such as:

- USB thumb drives
- Cell phone chargers, cases and clips
- Computer speakers, headphones, wireless mouse and mouse pads
- Computer or monitor stands, keyboards
- Printer ink, toner cartridges

While universal accessories do not require IT approval, computer hardware, software, and system upgrades must be approved by the Information Technology Department. The IT Department verifies that the item requested can be supported by the current systems. A copy of the authorization must be included in the purchasing card reconciliation packet. The following commonly purchased items require IT Department approval:

- Scanners
 - Printers
 - Digital cameras and webcams
- b. Parks and Recreation Department: Parks and Recreation programs generate revenue from program participants. The revenue generated is intended to be invested back into the programs for the benefit of the participants. As such, purchases made for these programs are outside of the City's normal operating activities. The purchasing card may be used to purchase items related to participant activities and programs and may include items such as:
- Filed trips (theme parks, movies, etc.)
 - Food for participants
 - Holiday decorations
 - Promotional items (backpacks, cups, etc.)
 - Music CD/DVDs
 - Project supplies (art supplies, plants, etc.)
 - Prizes and awards
- c. Continuing Education Credit (CEC): In general, payment of continuing education is the responsibility of the individual holding the professional certification or licensure and City funds may not be used to pay for CEC on behalf of an individual. Payment may be made, however, for classes that enhance the employee's ability to perform their assigned duties. Such classes may offer CEC as a condition of attendance provided that an additional cost is not incurred for the CEC. If an additional fee is required for CEC, additional costs are the responsibility of the attendee.
- d. Notary Expenses: Payment for notary dues are permitted if a notary license is related to the employee's assigned duties. Additional expenses such as insurance, manuals, or other related items are the responsibility of the individual notary and are not valid City expenditures.
- e. Membership Dues: Memberships dues are permitted if membership to the organization benefits City operations. A membership due is considered beneficial

if it enables members to attend valuable training opportunities related to the employee's assigned duties or offers discounted pricing for such trainings.

- f. Registration Fees: Registration fees for classes, seminars, conventions, workshops, or trainings are permitted if there is a clear benefit to the City and if attendance enhances the employee's ability to perform their current assigned duties.
 - Payment for other attendees may be charged to one p-card for convenience; however, sufficient documentation of employees attending must be included.
 - Registration fees in connection with travel expense require approved travel forms to be submitted as part of the reconciliation packet.
- g. Meeting Room Rental: Meeting room rentals must be reasonable and necessary. The City owns and operates multiple facilities that can be used for meetings, free of charge. If a meeting room must be rented for a cost, a detailed justification should accompany the receipt. It is advisable to obtain City Manager approval prior to paying for the meeting room. If allowable, the purchase must be documented by an itemized receipt that includes all applicable charges and cost breakdowns for audiovisual charges, set-up fees, food and other charges.
- h. Printing: Printing purchases are permitted; however, a copy of the printed material must be included with the receipt as documentation.
- i. Utility Payments: Government agencies and private utility companies, such as electric, water, sewer, and garbage disposal services, accept credit cards for payment of services. The purchasing card may be used to pay for these services; however, an additional fee may apply. Cardholder should weigh the costs and benefits and document the determination.
- j. Public Works Department - Vehicle Maintenance: Departments must coordinate vehicle maintenance, service and parts through the Public Works – Fleet Maintenance Department and are not permitted to use p-cards for such purchases. The Public Works Department monitors the Fleet Maintenance program and is permitted to use p-cards to make purchases for daily operations.

- k. Travel: P-cards can be used to pay for travel-related expenses, including hotels, rental cars, airline tickets, and gas for City vehicles only. Cardholders must comply with the Travel Policy 1-17.

An employee must adhere to all local and State procedures and regulations governing travel and must travel by the most economical means. An employee should keep a copy of the sales tax-exempt certificate on hand to verify tax exempt status. The following provides a guideline to cardholders to procure travel-related services:

1. Hotels: Hotel reservations should be made directly with the hotel and should be made at the hotel where the convention or conference is held, if possible.

Cardholders should ask for the hotel's cancellation policy at the time of reservation. It is the cardholder's responsibility to ensure cancellations are made per the hotel's policy. Cardholders are responsible for the cancellation of co-worker arrangements made using the cardholder's p-card. If a reservation is made with the purchasing card and the trip is canceled, it is the cardholder's responsibility to cancel the reservation. If the cardholder fails to do so, and the vendor charges the card, the cardholder must reimburse the City for the charges.

Hotels are sales tax-exempt if located in Florida. Hotels may offer an exemption of other local taxes and fees, but are not required to do so.

2. Vehicle rentals: Vehicle rentals may be placed on the purchasing card. Justification for vehicle rentals must be provided along with a copy of the rental agreement. The justification should be a written explanation describing the need for a rental vehicle or a calculation indicating that renting a vehicle was the most economical means of transportation.

The State of Florida procures a statewide rental agreement at discounted rates for use by State and local agencies. The Purchasing Division can provide additional information on current contract vendors and rates.

3. Fuel purchases: Fuel purchases may be charged to a p-card for City-owned vehicles or rentals used for City-related business only. For fuel purchases charged to a p-card for a rental vehicle, the traveler must submit the rental agreement with the monthly reconciliation. **A City issued p-card cannot be used to purchase fuel for a personal vehicle even if the travel is for legitimate City business.** If a personal vehicle is used, the employee must submit mileage documentation and is paid in accordance with the statutory per diem rate.
4. Airfare: Airfare should be booked far in advance to secure the most economical fares. The lowest class tickets available should be purchased. The traveler should consider connecting flights and a broad window of departure and arrival times to maximize savings. Airfare is sales tax-exempt; however, airport, airline, or travel agent service charges may apply.
5. Package deals: Package deals offered by third-party vendors, such as Travelocity, Orbit, Price Line, Expedia, Yahoo Travel, etc. may be permitted if the package is the lowest price and adequate documentation is provided detailing the costs charged.
6. Personal travel expenses: Personal expenses such as in-room movies, room service, or water and other refreshments are the personal responsibility of the cardholder. If the charges are generated on the hotel bill, they must be paid with personal funds and a revised bill should be generated detailing business expenses only.
7. Non-employee costs: Cardholders are prohibited from using the p-card to pay travel costs for an individual who is not an employee.

E. Reconciliation

1. General

The purpose of the monthly reconciliation process is to ensure that all charges on the monthly p-card statement are accurate, appropriate and authorized. A reconciliation process must be completed for each card on a monthly basis. Cardholders are required to ensure that all charges are documented by a receipt and other necessary documentation. The designated department reconciler is responsible for completing the reconciliation process.

2. Reconciliation Process

The main task in the monthly reconciliation process is matching the charges on the monthly statement to supporting receipts, thereby “reconciling” the statement to supporting documentation. During the reconciliation process, the reconciler must also ensure that proper authorization is received. Accurate account codes must also be assigned to each transaction by the reconciler. Lastly, the reconciler is responsible for completing the process in a timely manner and forwarding the reconciliation package to the Accounts Payable Division.

3. Documentation

Reconcilers should ensure that all receipts and supporting documentation are included in the reconciliation packet. The information should be arranged in an orderly fashion to facilitate the review process.

Receipts must include a description of the goods or services acquired, number of units, cost per unit and total cost. A statement or invoice is not an acceptable receipt.

Receipt certification: The cardholder must sign and date each receipt to indicate the receipt, inspection, and acceptance of the goods or services. Receipt certification is the responsibility of the cardholder, but should be enforced by the reconciler. Receipt certification also indicates that the information provided on the receipt is correct to the best of the cardholder’s knowledge.

Replacement receipts: Cardholders must make every attempt to obtain an original receipt from the vendor. If an original receipt cannot be obtained, the cardholder may use a combination of several documents, such as email confirmations, packing slips, web page screen-prints, etc. The cardholder should submit the following documentation with the monthly reconciliation:

- (1) Vendor
- (2) Date of purchase
- (3) Description, quantity, price per unit, and total charge
- (4) Reason that the original receipt is not available
- (5) Documented attempts to obtain a receipt from the vendor

The replacement receipt will require the signatures of the cardholder and the department director authorizing the charge.

Thermal receipts: Original receipts supporting transactions are maintained by the City. Because of their temporary nature, a copy of the thermal receipt should be submitted with the original receipt.

4. **Returns and Credits**

A notation should be made on the statement for items that have been disputed or returned, but for which credit has not yet been received. The reconciler is responsible for ensuring that credits post on a subsequent statement. Credits received on the purchasing card should be clearly noted in the reconciliation packet and must include a copy of the original receipt indicating the specific item(s) being credited.

5. **Account Coding**

The reconciler should cost all charges made on the p-card to the appropriate account codes on a summary sheet. When using the p-card to purchase goods or services, the cardholder is able to expend funds even if budgeted funds do not exist. Spending funds that are not budgeted causes accounts to go into the negative. It is the reconciler's responsibility to ensure that account codes used have sufficient budget to cover the monthly p-card transactions. If the budget is deficient, the

reconciler must submit a budget transfer from another account to cover the monthly purchases.

6. Authorization

After the reconciliation is complete, the reconciler signs and dates the front of the reconciliation packet as verification of review and completion. Next, the reconciler obtains the department director's signature and date on the front of the reconciliation packet as verification of purchasing authorization and confirmation that the expenses are reasonable and necessary for City operations.

7. Assembling the Reconciliation Packet

The monthly reconciliation packet should be organized in the following manner:

- (1) Purchasing Card Summary Sheet
- (2) Monthly Charge Summary Report (monthly statement)
- (3) Supporting receipts and documentation in order of the monthly statement

To facilitate the review process, arrange documentation in the same orientation and tape small receipts to 8.5 x 11 in. paper.

8. Submission

The reconciler is responsible for submitting the reconciliation package to the Accounts Payable Division by the 10th day following the close of the monthly cycle.

F. Emergency Procedures

1. General

During declarations of an emergency, purchasing card credit limits may be greatly increased and authority may be expanded to include the purchase of food and other emergency needs.

2. **Emergency Card Status**

The City Manager or appointed designee may authorize additional cards for emergency use only. The request should contain the name of cardholder and credit limit.

3. **Enhanced Purchasing Authority**

- a. **Emergency Card Credit Limits:** In the event communication with an impacted area is lost or the City Manager, or designee, is unavailable, the Finance Director and Purchasing Card Administrator may open existing cards with an emergency monthly default limit of \$25,000.
- b. **MCCs and Authorized Purchases:** During a declared state of emergency, MCC restrictions are removed to allow for necessary emergency operation purchases, such as food and supplies.

4. **Deactivation Procedures**

The City Manager is responsible for authorizing the reduction of the expanded purchasing authority on purchasing-cards activated during declared emergencies. The authorization is a judgment call that should be made when working conditions are returned to normal and standard procurement procedures can suffice.

VII. **APPENDICES**

Appendix A – Purchasing Card Process Map

Appendix B – Merchant Category Codes (MCC)

Appendix C – Forms

- Request for a New Purchasing Card form
- Request for Purchasing Card Access - Administrator form
- Request for ESP Login Only form
- Purchasing Cardholder Receipt/Certification form
- Request for Cancellation of Purchasing Card form

VIII. DEFINITIONS

Accounts Payable: The final review stage before payment; facilitates payment and costing.

Advanced Payments: Payments made for goods or services prior to receipt.

Cardholder: Person in whose name a purchasing card is issued.

Cardholder Agreement: Statement that all cardholders must sign confirming that they have received a purchasing card and will follow all rules and guidelines set forth.

Charge Dispute: Act of protesting charges with the intent of seeking reimbursement from the vendor.

Continuing Education Credit (CEC): Credits received for fulfilling the certification requirements for a professional license or certification.

Contracted Employee: Employee who works at or provides services on behalf of the City, but who is employed and paid by a third party.

Credit Limit: Indicates the maximum amount that may be charged on a specific purchasing card during one monthly billing cycle.

Declared Emergency: Circumstances or situation that the Executive Office of Florida's Governor has officially designated by an executive order as an emergency.

Delegated Authority: A position and its associated authority, as outlined in an official delegation of authority, on file with the City clerk.

Department Director: Each cardholder is assigned a department director in the system who is responsible for reviewing and processing approval for payment of all charges. A department director also refers to a delegated authority, if such delegation exists.

Executive Order: A written directive issued by the Executive Office of Florida's Governor during a declared emergency.

Fixed Asset: A commodity costing \$5,000 or more and that has a useful life of more than two years.

Merchant Category Code (MCC): A numeric code assigned to vendors by the bank indicating the type of goods or services provided to customers.

Payer: The City Finance Department of Accounts Payable is the final payer for all purchases. This office receives the monthly purchasing card billing statement and is responsible for initiating payment for the monthly billing statement.

Purchasing Card: A City-issued credit card, sometimes referred to as a p-card, that authorized City employees to pay for goods and services for City-related expenses. All applicable purchasing policies, procedures and regulations apply.

Purchasing Card Administrator: Designated staff of the Finance Department responsible for overseeing the Purchasing Card Program.

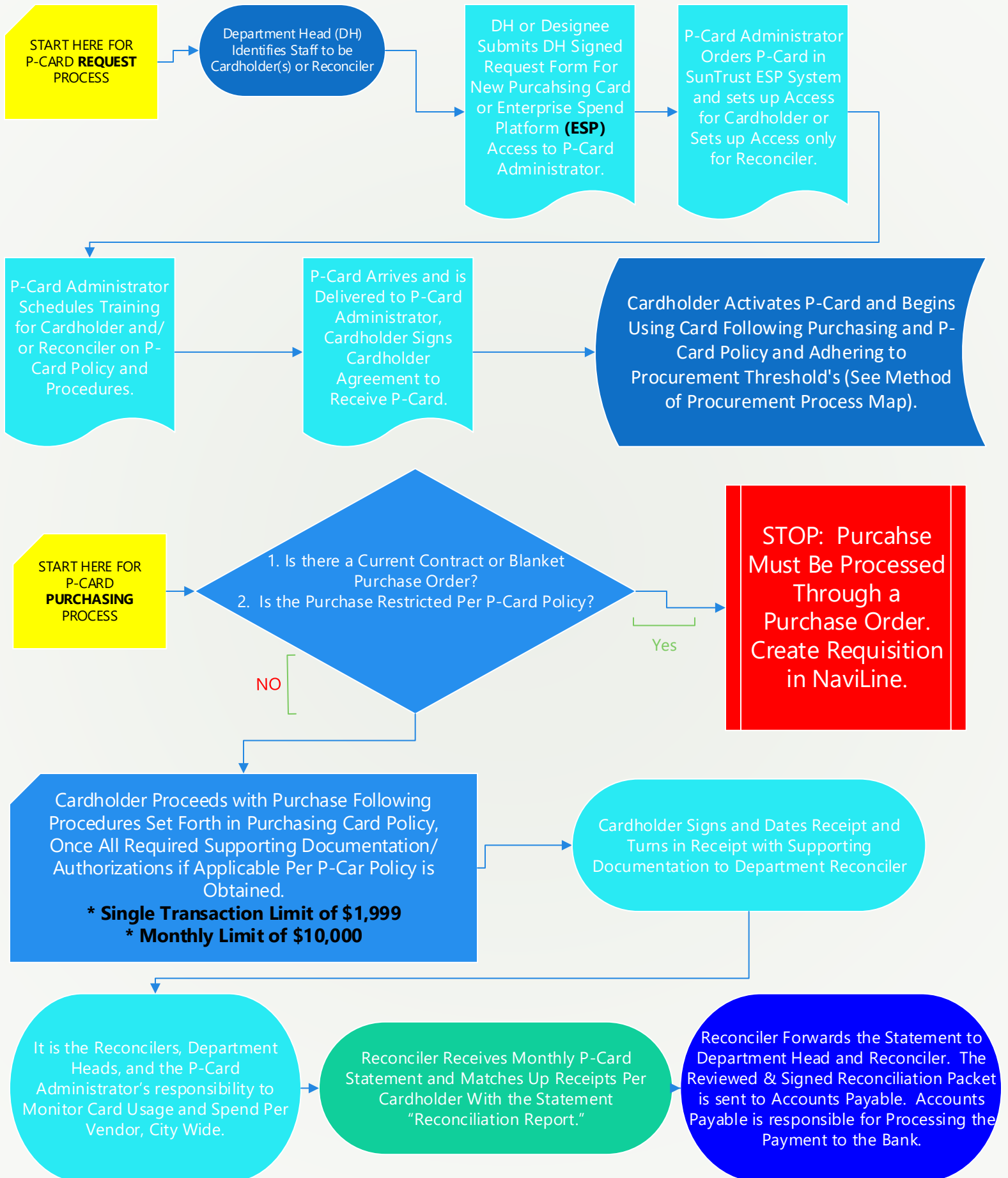
Purchasing Card Liaison: An individual in each department designated to assist in communications between the cardholder and the Purchasing Card Administrator. The liaison is usually the assigned reconciler for the department.

Reconciler: A person in the cardholder's department who is responsible for verifying that individual receipts support the itemized purchases on the monthly billing statement (monthly purchasing card reconciliation report). The reconciler is required to submit the reconciliation report and receipts to the department director for approval and then to the payer in the Finance Department within ten working days after the statement date.

Summary Sheet: A sheet used to input accounting codes for monthly charges to be allocated to.

PURCHASING CARD PROCESS MAP

UNDER NO CIRCUMSTANCES IS A DEPARTMENT TO SPLIT PURCHASES TO CIRCUMVENT PROCUREMENT THRESHOLDS IDENTIFIED



VISA MERCHANT CATEGORY CLASSIFICATION (MCC) CODES DIRECTORY

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
0742	Veterinary Services	Yes	Yes	Yes	Yes	Yes	Yes
0763	Agricultural Co-operatives	Yes	Yes	Yes	Yes	Yes	Yes
0780	Horticultural Services	Yes	Yes	Yes	Yes	Yes	Yes
0780	Landscaping Services	Yes	Yes	Yes	Yes	Yes	Yes
1520	General Contractors-Residential and Commercial	Yes	Yes	Yes	Yes	Yes	Yes
1711	Air Conditioning Contractors - Sales and Installation	Yes	Yes	Yes	Yes	Yes	Yes
1711	Heating Contractors - Sales, Service, Installation	Yes	Yes	Yes	Yes	Yes	Yes
1731	Electrical Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Insulation - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Masonry, Stonework Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Plastering Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Stonework and Masonry Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Tile Settings Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1750	Carpentry Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Roofing - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Sheet Metal Work - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Siding - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1771	Contractors - Concrete Work	Yes	Yes	Yes	Yes	Yes	Yes
1799	Contractors - Special Trade, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
2741	Miscellaneous Publishing and Printing	Yes	Yes	Yes	Yes	Yes	Yes
2791	Typesetting, Plate Making, & Related Services	Yes	Yes	Yes	Yes	Yes	Yes
2842	Specialty Cleaning, Polishing, and Sanitation Preparations	Yes	Yes	Yes	Yes	Yes	Yes
3000	UNITED AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3001	AMERICAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3002	PAN AMERICAN	Yes	Yes	Yes	Yes	Yes	Yes
3004	TRANS WORLD AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3005	BRITISH AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3006	JAPAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3007	AIR FRANCE	Yes	Yes	Yes	Yes	Yes	Yes
3008	LUFTHANSA	Yes	Yes	Yes	Yes	Yes	Yes
3009	AIR CANADA	Yes	Yes	Yes	Yes	Yes	Yes
3010	KLM (ROYAL DUTCH AIRLINES)	Yes	Yes	Yes	Yes	Yes	Yes
3011	AEORFLOT	Yes	Yes	Yes	Yes	Yes	Yes
3012	QUANTAS	Yes	Yes	Yes	Yes	Yes	Yes
3013	ALITALIA	Yes	Yes	Yes	Yes	Yes	Yes
3014	SAUDIA ARABIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3015	SWISSAIR	Yes	Yes	Yes	Yes	Yes	Yes
3016	SAS	Yes	Yes	Yes	Yes	Yes	Yes
3017	SOUTH AFRICAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3018	VARIG (BRAZIL)	Yes	Yes	Yes	Yes	Yes	Yes
3020	AIR-INDIA	Yes	Yes	Yes	Yes	Yes	Yes
3021	AIR ALGERIE	Yes	Yes	Yes	Yes	Yes	Yes
3022	PHILIPPINE AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3023	MEXICANA	Yes	Yes	Yes	Yes	Yes	Yes
3024	PAKISTAN INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3025	AIR NEW ZEALAND	Yes	Yes	Yes	Yes	Yes	Yes
3027	UTA/INTERAIR	Yes	Yes	Yes	Yes	Yes	Yes
3028	AIR MALTA	Yes	Yes	Yes	Yes	Yes	Yes
3029	SABENA	Yes	Yes	Yes	Yes	Yes	Yes
3030	AEROLINEAS ARGENTINAS	Yes	Yes	Yes	Yes	Yes	Yes
3031	OLYMPIC AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3032	EL AL	Yes	Yes	Yes	Yes	Yes	Yes
3033	ANSETT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3034	AUSTRALIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3035	TAP (PORTUGAL)	Yes	Yes	Yes	Yes	Yes	Yes
3036	VASP (BRAZIL)	Yes	Yes	Yes	Yes	Yes	Yes
3037	EGYPTAIR	Yes	Yes	Yes	Yes	Yes	Yes
3038	KUWAIT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3039	AVIANCA	Yes	Yes	Yes	Yes	Yes	Yes
3040	GULF AIR (BAHRAIN)	Yes	Yes	Yes	Yes	Yes	Yes
3041	BALKAN-BULGARIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3042	FINNAIR	Yes	Yes	Yes	Yes	Yes	Yes
3043	AER LINGUS	Yes	Yes	Yes	Yes	Yes	Yes
3044	AIR LANKA	Yes	Yes	Yes	Yes	Yes	Yes
3045	NIGERIA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3046	CRUZEIRO DO SUL (BRAZIL)	Yes	Yes	Yes	Yes	Yes	Yes
3047	THY (TURKEY)	Yes	Yes	Yes	Yes	Yes	Yes
3048	ROYAL AIR MAROC	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3049	TUNIS AIR	Yes	Yes	Yes	Yes	Yes	Yes
3050	ICELANDAIR	Yes	Yes	Yes	Yes	Yes	Yes
3051	AUSTRIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3052	LANCHILE	Yes	Yes	Yes	Yes	Yes	Yes
3053	AVIACO (SPAIN)	Yes	Yes	Yes	Yes	Yes	Yes
3054	LADECO (CHILE)	Yes	Yes	Yes	Yes	Yes	Yes
3055	LAB (BOLIVIA)	Yes	Yes	Yes	Yes	Yes	Yes
3056	QUEBECAIRE	Yes	Yes	Yes	Yes	Yes	Yes
3057	EASTWEST AIRLINES (AUSTRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3058	DELTA	Yes	Yes	Yes	Yes	Yes	Yes
3060	NORTHWEST	Yes	Yes	Yes	Yes	Yes	Yes
3061	CONTINENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3062	WESTERN	Yes	Yes	Yes	Yes	Yes	Yes
3063	US AIR	Yes	Yes	Yes	Yes	Yes	Yes
3065	AIRINTER	Yes	Yes	Yes	Yes	Yes	Yes
3066	SOUTHWEST	Yes	Yes	Yes	Yes	Yes	Yes
3071	AIR BRITISH COLUMBIA	Yes	Yes	Yes	Yes	Yes	Yes
3075	SINGAPORE AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3076	AEROMEXICO	Yes	Yes	Yes	Yes	Yes	Yes
3077	THAI AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3078	CHINA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3081	NORDAIR	Yes	Yes	Yes	Yes	Yes	Yes
3082	KOREAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3083	AIR AFRIGUE	Yes	Yes	Yes	Yes	Yes	Yes
3084	EVA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3085	MIDWEST EXPRESS AIRLINES, INC.	Yes	Yes	Yes	Yes	Yes	Yes
3087	METRO AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3088	CROATIA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3089	TRANSAERO	Yes	Yes	Yes	Yes	Yes	Yes
3094	ZAMBIA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3096	AIR ZIMBABWE	Yes	Yes	Yes	Yes	Yes	Yes
3099	CATHAY PACIFIC	Yes	Yes	Yes	Yes	Yes	Yes
3100	MALAYSIAN AIRLINE SYSTEM	Yes	Yes	Yes	Yes	Yes	Yes
3102	IBERIA	Yes	Yes	Yes	Yes	Yes	Yes
3103	GARUDA (INDONESIA)	Yes	Yes	Yes	Yes	Yes	Yes
3106	BRAATHENS S.A.F.E. (NORWAY)	Yes	Yes	Yes	Yes	Yes	Yes
3110	WINGS AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3111	BRITISH MIDLAND	Yes	Yes	Yes	Yes	Yes	Yes
3112	WINDWARD ISLAND	Yes	Yes	Yes	Yes	Yes	Yes
3117	VIASA	Yes	Yes	Yes	Yes	Yes	Yes
3118	VALLEY AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3125	TAN	Yes	Yes	Yes	Yes	Yes	Yes
3126	TALAIR	Yes	Yes	Yes	Yes	Yes	Yes
3127	TACA INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3129	SURINAM AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3130	SUN WORLD INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3133	SUNBELT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3135	SUDAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3137	SINGLETON	Yes	Yes	Yes	Yes	Yes	Yes
3138	SIMMONS AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3143	SCENIC AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3144	VIRGIN ATLANTIC	Yes	Yes	Yes	Yes	Yes	Yes
3145	SAN JUAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3146	LUXAIR	Yes	Yes	Yes	Yes	Yes	Yes
3151	AIR ZAIRE	Yes	Yes	Yes	Yes	Yes	Yes
3154	PRINCEVILLE	Yes	Yes	Yes	Yes	Yes	Yes
3159	PBA	Yes	Yes	Yes	Yes	Yes	Yes
3161	ALL NIPPON AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3164	NORONTAIR	Yes	Yes	Yes	Yes	Yes	Yes
3165	NEW YORK HELICOPTER	Yes	Yes	Yes	Yes	Yes	Yes
3170	NOUNTCOOK	Yes	Yes	Yes	Yes	Yes	Yes
3171	CANADIAN AIRLINES INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3172	NATIONAIR	Yes	Yes	Yes	Yes	Yes	Yes
3176	METROFLIGHT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3178	MESA AIR	Yes	Yes	Yes	Yes	Yes	Yes
3181	MALEV	Yes	Yes	Yes	Yes	Yes	Yes
3182	LOT (POLAND)	Yes	Yes	Yes	Yes	Yes	Yes
3184	LIAT	Yes	Yes	Yes	Yes	Yes	Yes
3185	LAV(VENEZUELA)	Yes	Yes	Yes	Yes	Yes	Yes
3186	LAP (PARAGUAY)	Yes	Yes	Yes	Yes	Yes	Yes
3187	LACSA (COSTA RICA)	Yes	Yes	Yes	Yes	Yes	Yes
3190	JUGOSLAV AIR	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3191	ISLAND AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3192	IRAN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3193	INDIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3196	HAWAIIAN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3197	HAVASU AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3200	FUYANA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3203	GOLDEN PACIFIC AIR	Yes	Yes	Yes	Yes	Yes	Yes
3204	FREEDOM AIR	Yes	Yes	Yes	Yes	Yes	Yes
3212	DOMINICANA	Yes	Yes	Yes	Yes	Yes	Yes
3215	DAN AIR SERVICES	Yes	Yes	Yes	Yes	Yes	Yes
3216	CUMBERLAND AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3217	CSA	Yes	Yes	Yes	Yes	Yes	Yes
3218	CROWN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3219	COPA	Yes	Yes	Yes	Yes	Yes	Yes
3220	COMPANIA FAUCETT	Yes	Yes	Yes	Yes	Yes	Yes
3221	TRANSPORTES AEROS MILITARES ECUATORANOS	Yes	Yes	Yes	Yes	Yes	Yes
3222	COMMAND AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3223	COMAIR	Yes	Yes	Yes	Yes	Yes	Yes
3228	CAYMAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3229	SAETA SOCIAEDAD ECUATORIANOS DE TRANSPORTES AEREOS	Yes	Yes	Yes	Yes	Yes	Yes
3231	SASHA SERVICIO AERO DE HONDURAS	Yes	Yes	Yes	Yes	Yes	Yes
3233	CAPITOL AIR	Yes	Yes	Yes	Yes	Yes	Yes
3234	BWIA	Yes	Yes	Yes	Yes	Yes	Yes
3235	BROKWAY AIR	Yes	Yes	Yes	Yes	Yes	Yes
3238	BEMIDJI AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3239	BAR HARBOR AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3240	BAHAMASAIR	Yes	Yes	Yes	Yes	Yes	Yes
3241	AVIATECA (GUATEMALA)	Yes	Yes	Yes	Yes	Yes	Yes
3242	AVENSA	Yes	Yes	Yes	Yes	Yes	Yes
3243	AUSTRIAN AIR SERVICE	Yes	Yes	Yes	Yes	Yes	Yes
3251	ALOHA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3252	ALM	Yes	Yes	Yes	Yes	Yes	Yes
3253	AMERICA WEST	Yes	Yes	Yes	Yes	Yes	Yes
3254	TRUMP AIRLINE	Yes	Yes	Yes	Yes	Yes	Yes
3256	ALASKA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3259	AMERICAN TRANS AIR	Yes	Yes	Yes	Yes	Yes	Yes
3261	AIR CHINA	Yes	Yes	Yes	Yes	Yes	Yes
3262	RENO AIR, INC.	Yes	Yes	Yes	Yes	Yes	Yes
3266	AIR SEYCHELLES	Yes	Yes	Yes	Yes	Yes	Yes
3267	AIR PANAMA	Yes	Yes	Yes	Yes	Yes	Yes
3280	AIR JAMAICA	Yes	Yes	Yes	Yes	Yes	Yes
3282	AIR DJIBOUTI	Yes	Yes	Yes	Yes	Yes	Yes
3284	AERO VIRGIN ISLANDS	Yes	Yes	Yes	Yes	Yes	Yes
3285	AERO PERU	Yes	Yes	Yes	Yes	Yes	Yes
3286	AEROLINEAS NICARAGUENSIS	Yes	Yes	Yes	Yes	Yes	Yes
3287	AERO COACH AVAIAATION	Yes	Yes	Yes	Yes	Yes	Yes
3291	ARIANA AFGHAN	Yes	Yes	Yes	Yes	Yes	Yes
3292	CYPRUS AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3293	ECUATORIANA	Yes	Yes	Yes	Yes	Yes	Yes
3294	ETHIOPIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3295	KENYA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3298	AIR MAURITIUS	Yes	Yes	Yes	Yes	Yes	Yes
3299	WIDERO'S FLYVESELSKAP	Yes	Yes	Yes	Yes	Yes	Yes
3351	AFFILIATED AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3352	AMERICAN INTL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3353	BROOKS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3354	ACTION AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3357	HERTZ RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3359	PAYLESS CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3360	SNAPPY CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3361	AIRWAYS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3362	ALTRA AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3364	AGENCY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3366	BUDGET RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3368	HOLIDAY RENT-A-WRECK	Yes	Yes	Yes	Yes	Yes	Yes
3370	RENT-A-WRECK	Yes	Yes	Yes	Yes	Yes	Yes
3376	AJAX RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3381	EUROP CAR	Yes	Yes	Yes	Yes	Yes	Yes
3385	TROPICAL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3386	SHOWCASE RENTAL CARS	Yes	Yes	Yes	Yes	Yes	Yes
3387	ALAMO RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3389	AVIS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3390	DOLLAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3391	EUROPE BY CAR	Yes	Yes	Yes	Yes	Yes	Yes
3393	NATIONAL CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3394	KEMWELL GROUP RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3395	THRIFTY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3396	TILDEN TENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3398	ECONO-CAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3400	AUTO HOST COST CAR RENTALS	Yes	Yes	Yes	Yes	Yes	Yes
3405	ENTERPRISE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3409	GENERAL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3412	A-1 RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3414	GODFREY NATL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3419	ALPHA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3420	ANSA INTL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3421	ALLSTAE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3423	AVCAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3425	AUTOMATE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3427	AVON RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3428	CAREY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3429	INSURANCE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3430	MAJOR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3431	REPLACEMENT RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3432	RESERVE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3433	UGLY DUCKLING RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3434	USA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3435	VALUE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3436	AUTOHANSA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3437	CITE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3438	INTERENT RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3439	MILLEVILLE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3440	VIA ROUTE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3501	HOLIDAY INN EXPRESS	Yes	Yes	Yes	Yes	Yes	Yes
3501	HOLIDAY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3502	BEST WESTERN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3503	SHERATON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3504	HILTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3505	FORTE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3506	GOLDEN TULIP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3507	FRIENDSHIP INNS	Yes	Yes	Yes	Yes	Yes	Yes
3508	QUALITY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3508	QUALITY SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3509	MARRIOTT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3510	DAYS INN	Yes	Yes	Yes	Yes	Yes	Yes
3510	DAYSTOP	Yes	Yes	Yes	Yes	Yes	Yes
3511	ARABELLA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3512	INTER-CONTINENTAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3513	WESTIN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3515	RODEWAY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3516	LA QUINTA MOTOR INNS	Yes	Yes	Yes	Yes	Yes	Yes
3517	AMERICANA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3518	SOL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3519	PULLMAN INTERNATIONAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3520	MERIDIEN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3521	CREST HOTELS (see FORTE HOTELS)	Yes	Yes	Yes	Yes	Yes	Yes
3522	TOKYO HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3523	PENNSULA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3524	WELCOMGROUP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3525	DUNFEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3626	PRINCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3527	DOWNTOWNER-PASSPORT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3528	RED LION HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3528	RED LION INNS	Yes	Yes	Yes	Yes	Yes	Yes
3529	CP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3530	RENAISSANCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3530	STOUFFER HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3531	ASTIR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3532	SUN ROUTE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3533	HOTEL IBIS	Yes	Yes	Yes	Yes	Yes	Yes
3534	SOUTHERN PACIFIC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3535	HILTON INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3536	AMFAC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3537	ANA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3538	CONCORDE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3540	IBEROTEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3541	HOTEL OKURA	Yes	Yes	Yes	Yes	Yes	Yes
3542	ROYAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3543	FOUR SEASONS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3544	CIGA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3545	SHANGRI-LA INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3548	HOTELES MELIA	Yes	Yes	Yes	Yes	Yes	Yes
3549	AUBERGE DES GOUVERNEURS	Yes	Yes	Yes	Yes	Yes	Yes
3550	REGAL 8 INNS	Yes	Yes	Yes	Yes	Yes	Yes
3552	COAST HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3553	PARK INNS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3558	JOLLY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3562	COMFORT INNS	Yes	Yes	Yes	Yes	Yes	Yes
3563	JOURNEY'S END MOTLS	Yes	Yes	Yes	Yes	Yes	Yes
3565	RELAX INNS	Yes	Yes	Yes	Yes	Yes	Yes
3568	LADBROKE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3570	FORUM HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3572	MIYAKO HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3573	SANDMAN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3574	VENTURE INNS	Yes	Yes	Yes	Yes	Yes	Yes
3575	VAGABOND HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3577	MANDARIN ORIENTAL HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3579	HOTEL MERCURE	Yes	Yes	Yes	Yes	Yes	Yes
3581	DELTA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3583	SAS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3584	PRINCESS HOTELS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3585	HUNGAR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3586	SOKOS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3587	DORAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3588	HELMSLEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3590	FAIRMONT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3591	SONESTA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3592	OMNI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3593	CUNARD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3595	HOSPITALITY INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3598	REGENT INTERNATIONAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3599	PANNONIA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3603	NOAH'S HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3612	MOVENPICK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3615	TRAVELODGE	Yes	Yes	Yes	Yes	Yes	Yes
3620	TELFORD INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3622	MERLIN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3623	DORINT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3625	HOTLE UNIVERSALE	Yes	Yes	Yes	Yes	Yes	Yes
3629	DAN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3633	RANK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3634	SWISSOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3635	RESO HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3636	SAROVA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3637	RAMADA INNS	Yes	Yes	Yes	Yes	Yes	Yes
3637	RAMADA LIMITED	Yes	Yes	Yes	Yes	Yes	Yes
3638	HO JO INN	Yes	Yes	Yes	Yes	Yes	Yes
3638	HOWARD JOHNSON	Yes	Yes	Yes	Yes	Yes	Yes
3639	MOUNT CHARLOTTE THISTLE	Yes	Yes	Yes	Yes	Yes	Yes
3640	HYATT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3641	SOFITEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3642	NOVOTEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3643	STEIGENBERGER HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3644	ECONO LODGES	Yes	Yes	Yes	Yes	Yes	Yes
3645	QUEENS MOAT HOUSES	Yes	Yes	Yes	Yes	Yes	Yes
3646	SWALLOW HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3647	HUSA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3648	DE VERE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3649	RADISSON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3650	RED ROOK INNS	Yes	Yes	Yes	Yes	Yes	Yes
3651	IMPERIAL LONDON HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3652	EMBASSY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3653	PENTA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3654	LOEWS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3655	SCANDIC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3656	SARA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3657	OBEROI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3658	OTANI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3659	TAJ HOTELS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3660	KNIGHTS INNS	Yes	Yes	Yes	Yes	Yes	Yes
3661	METROPOLE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3663	HOTELES EL PRESIDENTS	Yes	Yes	Yes	Yes	Yes	Yes
3664	FLAG INN	Yes	Yes	Yes	Yes	Yes	Yes
3665	HAMPTON INNS	Yes	Yes	Yes	Yes	Yes	Yes
3666	STAKIS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3668	MARITIM HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3670	ARCARD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3671	ARCTIA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3672	CAMPANIEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3673	IBUSZ HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3674	RANTASIPPI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3675	INTERHOTEL CEDOK	Yes	Yes	Yes	Yes	Yes	Yes
3677	CLIMAT DE FRANCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3678	CUMULUS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3679	DANUBIUS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3681	ADAMS MARK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3682	ALLSTAR INNS	Yes	Yes	Yes	Yes	Yes	Yes
3684	BUDGET HOST INNS	Yes	Yes	Yes	Yes	Yes	Yes
3685	BUDGETEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3686	SUISSE CHALETS	Yes	Yes	Yes	Yes	Yes	Yes
3687	CLARION HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3688	COMPRI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3688	COMPRI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3690	COURTYARD BY MARRIOTT	Yes	Yes	Yes	Yes	Yes	Yes
3689	CONSORT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3691	DILLION INNS	Yes	Yes	Yes	Yes	Yes	Yes
3692	DOUBLETREE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3693	DRURY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3694	ECONOMY INNS OF AMERICA	Yes	Yes	Yes	Yes	Yes	Yes
3695	EMBASSY SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3696	EXEL INNS	Yes	Yes	Yes	Yes	Yes	Yes
3697	FARFIELD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3698	HARLEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3699	MIDWAY MOTOR LODGE	Yes	Yes	Yes	Yes	Yes	Yes
3700	MOTEL 6	Yes	Yes	Yes	Yes	Yes	Yes
3701	GUEST QUARTERS (Formally PICKETT SUITE HOTELS)	Yes	Yes	Yes	Yes	Yes	Yes
3702	THE REGISTRY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3703	RESIDENCE INNS	Yes	Yes	Yes	Yes	Yes	Yes
3704	ROYCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3705	SANDMAN INNS	Yes	Yes	Yes	Yes	Yes	Yes
3706	SHILO INNS	Yes	Yes	Yes	Yes	Yes	Yes
3707	SHONEY'S INNS	Yes	Yes	Yes	Yes	Yes	Yes
3709	SUPER8 MOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3710	THE RITZ CARLTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3711	FLAG INNS (AUSRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3712	GOLDEN CHAIN HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3713	QUALITY PACIFIC HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3714	FOUR SEASONS HOTEL (AUSTRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3715	FARIFIELD INN	Yes	Yes	Yes	Yes	Yes	Yes
3716	CARLTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3717	CITY LODGE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3718	KAROS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3719	PROTEA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3720	SOUTHERN SUN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3721	HILTON CONRAD	Yes	Yes	Yes	Yes	Yes	Yes
3722	WYNDHAM HOTEL AND RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3723	RICA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3724	INER NOR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3725	SEAINES PLANATION	Yes	Yes	Yes	Yes	Yes	Yes
3726	RIO SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3727	BROADMOOR HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3728	BALLY'S HOTEL AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3729	JOHN ASCUAGA'S NUGGET	Yes	Yes	Yes	Yes	Yes	Yes
3730	MGM GRAND HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3731	HARRAH'S HOTELS AND CASINOS	Yes	Yes	Yes	Yes	Yes	Yes
3732	OPRYLAND HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3733	BOCA RATON RESORT	Yes	Yes	Yes	Yes	Yes	Yes
3734	HARVEY/BRISTOL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3835*	MASTERS ECONOMY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3736	COLORADO BELLE/EDGEWATER RESORT	Yes	Yes	Yes	Yes	Yes	Yes
3737	RIVIERA HOTEL AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3738	TROPICANA RESORT AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3739	WOODSIDE HOTELS AND RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3740	TOWNPLACE SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3741	MILLENNIUM BROADWAY HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3742	CLUB MED	Yes	Yes	Yes	Yes	Yes	Yes
3743	BILTMORE HOTEL AND SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3744	CAREFREE RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3745	ST. REGIS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3746	THE ELIOT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3747	CLUBCORP/CLUB RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3748	WELESLEY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3749	THE BEVERLY HILLS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3750	CROWNE PLAZA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3751	HOMEWOOD SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3752	PEABODY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3753	GREENBRIAR RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3754	AMELIA ISLAND PLANATION	Yes	Yes	Yes	Yes	Yes	Yes
3755	THE HOMESTEAD	Yes	Yes	Yes	Yes	Yes	Yes
3756	SOUTH SEAS RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
4111	Local/Suburban Commuter Passenger Transportation - Railroads, Feries, Local Water Transportation.	Yes	Yes	Yes	Yes	Yes	Yes
4112	Passenger Railways	Yes	Yes	Yes	Yes	Yes	Yes
4119	Ambulance Services	Yes	Yes	Yes	Yes	Yes	Yes
4121	Taxicabs and Limousines	Yes	Yes	Yes	Yes	Yes	Yes
4131	Bus Lines, Including Charters, Tour Buses	Yes	Yes	Yes	Yes	Yes	Yes
4131	Tour Buses	Yes	Yes	Yes	Yes	Yes	Yes
4214	Delivery Services - Local	Yes	Yes	Yes	Yes	Yes	Yes
4214	Freight Carriers	Yes	Yes	Yes	Yes	Yes	Yes
4214	Motor Freight Carriers	Yes	Yes	Yes	Yes	Yes	Yes
4214	Moving and Storage Companies	Yes	Yes	Yes	Yes	Yes	Yes
4214	Trucking - Local/Long Distance	Yes	Yes	Yes	Yes	Yes	Yes
4215	Courier Services - Air or Ground	Yes	Yes	Yes	Yes	Yes	Yes
4215	Fright Forwarders	Yes	Yes	Yes	Yes	Yes	Yes
4225	Storage	Yes	Yes	Yes	Yes	Yes	Yes
4225	Warehousing, Public	Yes	Yes	Yes	Yes	Yes	Yes
4411	Cruise Lines	Yes	Yes	Yes	Yes	Yes	Yes
4411	Steamship Lines	Yes	Yes	Yes	Yes	Yes	Yes
4457	Boat Rentals and Leases	Yes	Yes	Yes	Yes	Yes	Yes
4468	Marinas, Marine Service, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
4511	Airlines, Air Carriers (not listed elsewhere)	Yes	Yes	Yes	Yes	Yes	Yes
4582	Airports, Airport Terminals	Yes	Yes	Yes	Yes	Yes	Yes
4582	Flying Fields	Yes	Yes	Yes	Yes	Yes	Yes
4722	Travel Agencies and Tour Operations	Yes	Yes	Yes	Yes	Yes	Yes
4723	Package Tour Operators (For use in Germany only)	Yes	Yes	Yes	Yes	Yes	Yes
4784	Toll and Bridge Fees	Yes	Yes	Yes	Yes	Yes	Yes
4789	Transportation Services, Not elsewhere classified)	Yes	Yes	Yes	Yes	Yes	Yes
4812	Telecommunications Equipment including telephone sales	Yes	Yes	Yes	Yes	Yes	Yes
4814	Fax services	Yes	Yes	Yes	Yes	Yes	Yes
4814	Telecommunication service including local and long distance calls, credit card calls, calls through use of magnetic-strip reading telephones and fax services	Yes	Yes	Yes	Yes	Yes	Yes
4815	VisaPhone	Yes	Yes	Yes	Yes	Yes	Yes
4821	Telegraph services	Yes	Yes	Yes	Yes	Yes	Yes
4829	Money Orders - Wire Transfer	Yes	Yes	No	No	No	No
4899	Cable and other pay television (previously Cable Services)	Yes	Yes	Yes	Yes	Yes	Yes
4900	Electric, Gas, Sanitary and Water Utilities	Yes	Yes	Yes	Yes	Yes	Yes
5013	Motor vehicle supplies and new parts	Yes	Yes	Yes	Yes	Yes	Yes
5021	Office and Commercial Furniture	Yes	Yes	Yes	Yes	Yes	Yes
5039	Construction Materials, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5044	Office, Photographic, Photocopy, and Microfilm Equipment	Yes	Yes	Yes	Yes	Yes	Yes
5045	Computers, Computer Peripheral Equipment, Software	Yes	Yes	Yes	Yes	Yes	Yes
5046	Commercial Equipment, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5047	Medical, Dental Ophthalmic, Hospital Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5051	Metal Service Centers and Offices	Yes	Yes	Yes	Yes	Yes	Yes
5065	Electrical Parts and Equipment	Yes	Yes	Yes	Yes	Yes	Yes
5072	Hardware Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5074	Plumbing and Heating Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5085	Industrial Supplies, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
5094	Precious Stones and Metals, Watches and Jewelry	Yes	Yes	Yes	Yes	Yes	Yes
5099	Durable Goods, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5111	Stationery, Office Supplies, Printing, and Writing Paper	Yes	Yes	Yes	Yes	Yes	Yes
5122	Drugs, Drug Proprietors, and Druggist's Sundries	Yes	Yes	Yes	Yes	Yes	Yes
5131	Piece Goods, Notions, and Other Dry Goods	Yes	Yes	Yes	Yes	Yes	Yes
5137	Men's Women's and Children's Uniforms and Commercial Clothing	Yes	Yes	Yes	Yes	Yes	Yes
5139	Commercial Footwear	Yes	Yes	Yes	Yes	Yes	Yes
5169	Chemicals and Allied Products, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5172	Petroleum and Petroleum Products	Yes	Yes	Yes	Yes	Yes	Yes
5192	Books, Periodicals, and Newspapers	Yes	Yes	Yes	Yes	Yes	Yes
5193	Florists' Supplies, Nursery Stock and Flowers	Yes	Yes	Yes	Yes	Yes	Yes
5198	Paints, Varnishes, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5199	Non-durable Goods, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5200	Home Supply Warehouse Stores	Yes	Yes	Yes	Yes	Yes	Yes
5211	Lumber and Building Materials Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Glass Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Paint and Wallpaper Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Wallpaper Stores	Yes	Yes	Yes	Yes	Yes	Yes
5251	Hardware Stores	Yes	Yes	Yes	Yes	Yes	Yes
5261	Nurseries - Lawn and Garden Supply Store	Yes	Yes	Yes	Yes	Yes	Yes
5271	Mobile Home Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5300	Wholesale Clubs	Yes	Yes	Yes	Yes	Yes	Yes
5309	Duty Free Store	Yes	Yes	Yes	Yes	Yes	Yes
5310	Discount Stores	Yes	Yes	Yes	Yes	Yes	Yes
5311	Department Stores	Yes	Yes	Yes	Yes	Yes	Yes
5331	Variety Stores	Yes	Yes	Yes	Yes	Yes	Yes
5399	Misc. General Merchandise	Yes	Yes	Yes	Yes	Yes	Yes
5411	Grocery Stores	Yes	Yes	Yes	Yes	Yes	Yes
5411	Supermarkets	Yes	Yes	Yes	Yes	Yes	Yes
5422	Freezer and Locker Meat Provisioners	Yes	Yes	Yes	Yes	Yes	Yes
5422	Meat Provisioners - Freezer and Locker	Yes	Yes	Yes	Yes	Yes	Yes
5441	Candy Stores	Yes	Yes	Yes	Yes	Yes	Yes
5441	Confectionery Stores	Yes	Yes	Yes	Yes	Yes	Yes
5441	Nut Stores	Yes	Yes	Yes	Yes	Yes	Yes
5451	Dairy Products Stores	Yes	Yes	Yes	Yes	Yes	Yes
5462	Bakeries	Yes	Yes	Yes	Yes	Yes	Yes
5499	Misc. Food Stores - Convenience Stores and Specialty Markets	Yes	Yes	Yes	Yes	Yes	Yes
5511	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing	Yes	Yes	Yes	Yes	Yes	Yes
5521	Automobile and Truck Dealers (Used Only)	Yes	Yes	Yes	Yes	Yes	Yes
5531	Automobile Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5532	Automotive Tire Stores	Yes	Yes	Yes	Yes	Yes	Yes
5533	Automotive Parts, Accessories Stores	Yes	Yes	Yes	Yes	Yes	Yes
5541	Service Stations (with or without ancillary services)	Yes	Yes	Yes	Yes	Yes	Yes
5542	Automated Fuel Dispensers	Yes	Yes	Yes	Yes	Yes	Yes
5551	Boat Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5561	Recreational and Utility Trailers, Camp Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5571	Motorcycle Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5592	Motor Home Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5598	Snowmobile Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5611	Men's and Boy's Clothing and Accessories Stores	Yes	Yes	Yes	Yes	Yes	Yes
5621	Women's Ready-to-Wear Stores	Yes	Yes	Yes	Yes	Yes	Yes
5631	Women's Accessory and Specialty Shops	Yes	Yes	Yes	Yes	Yes	Yes
5641	Children's and Infant's Wear Stores	Yes	Yes	Yes	Yes	Yes	Yes
5651	Family Clothing Stores	Yes	Yes	Yes	Yes	Yes	Yes
5655	Sports Apparel, Riding Apparel Stores	Yes	Yes	Yes	Yes	Yes	Yes
5661	Shoe Stores	Yes	Yes	Yes	Yes	Yes	Yes
5681	Furriers and Fur Shops	Yes	Yes	Yes	Yes	Yes	Yes
5691	Men's and Women's Clothing Stores	Yes	Yes	Yes	Yes	Yes	Yes
5697	Tailors, Seamstress, Mending, and Alterations	Yes	Yes	Yes	Yes	Yes	Yes
5698	Wig and Toupee Stores	Yes	Yes	No	No	Yes	Yes
5699	Miscellaneous Apparel and Accessory Shops	Yes	Yes	Yes	Yes	Yes	Yes
5712	Furniture, Home Furnishings, and Equipment Stores, Except Appliances	Yes	Yes	Yes	Yes	Yes	Yes
5713	Floor Covering Stores	Yes	Yes	Yes	Yes	Yes	Yes
5714	Drapery, Window Covering and Upholstery Stores	Yes	Yes	No	No	Yes	Yes
5718	Fireplace, Fireplace Screens, and Accessories Stores	Yes	Yes	No	No	Yes	Yes
5719	Miscellaneous Home Furnishing Specialty Stores	Yes	Yes	Yes	Yes	Yes	Yes
5722	Household Appliance Stores	Yes	Yes	Yes	Yes	Yes	Yes
5732	Electronic Sales	Yes	Yes	Yes	Yes	Yes	Yes
5733	Music Stores, Musical Instruments, Piano Sheet Music	Yes	Yes	Yes	No	No	No
5734	Computer Software Stores	Yes	Yes	Yes	Yes	Yes	Yes
5735	Record Shops	Yes	Yes	No	No	No	No

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
5811	Caterers	Yes	Yes	No	No	No	No
5812	Eating places and Restaurants	Yes	Yes	Yes	Yes	Yes	Yes
5813	Drinking Places (Alcoholic Beverages), Bars, Taverns, Cocktail lounges, Nightclubs and Discotheques	Yes	Yes	No	No	No	No
5814	Fast Food Restaurants	Yes	Yes	Yes	Yes	Yes	Yes
5912	Drug Stores and Pharmacies	Yes	Yes	Yes	Yes	Yes	Yes
5921	Package Stores - Beer, Wine, and Liquor	Yes	Yes	No	No	Yes	Yes
5931	Used Merchandise and Secondhand Stores	Yes	Yes	No	No	Yes	Yes
5832	Antique Shops - Sales, Repairs, and Restoration Services	Yes	Yes	Yes	Yes	Yes	Yes
5933	Pawn Shops and Salvage Yards	Yes	Yes	No	No	No	No
5935	Wrecking and Salvage Yards	Yes	Yes	Yes	Yes	Yes	Yes
5937	Antique Reproductions	Yes	Yes	No	No	No	No
5940	Bicycle Shops - Sales and Service	Yes	Yes	Yes	Yes	Yes	Yes
5941	Sporting Goods Stores	Yes	Yes	Yes	Yes	Yes	Yes
5942	Book Stores	Yes	Yes	Yes	Yes	Yes	Yes
5943	Stationery Stores, Office and School Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5944	Watch, Clock, Jewelry, and Silverware Stores	Yes	Yes	Yes	Yes	Yes	Yes
5945	Hobby, Toy, and Game Shops	Yes	Yes	Yes	Yes	Yes	Yes
5946	Camera and Photographic Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5947	Card Shops, Gift, Novelty, and Souvenir Shops	Yes	Yes	Yes	Yes	Yes	Yes
5948	Leather Goods Stores	Yes	Yes	No	No	No	No
5949	Sewing, Needle, Fabric, and Price Goods Stores	Yes	Yes	No	No	Yes	Yes
5950	Glassware/Crystal Stores	Yes	Yes	No	No	No	No
5960	Direct Marketing- Insurance Service	Yes	Yes	No	No	No	No
5961	Mail Order Houses including Catalog Order Stores, Book/Record Clubs (No longer permitted for U.S. original presentments)	Yes	Yes	No	No	No	No
5962	Direct Marketing - Travel Related Arrangements Services	Yes	Yes	No	No	No	No
5963	Door-to-Door Sales	Yes	Yes	No	No	No	No
5964	Direct Marketing - Catalog Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5965	Direct Marketing - Catalog and Catalog and Retail Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5966	Direct Marketing- Outbound Telemarketing Merchant	Yes	Yes	No	No	No	No
5967	Direct Marketing - Inbound Teleservices Merchant	Yes	Yes	No	No	No	No
5968	Direct Marketing - Continuity/Subscription Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5969	Direct Marketing - Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5970	Artist's Supply and Craft Shops	Yes	Yes	Yes	Yes	Yes	Yes
5971	Art Dealers and Galleries	Yes	Yes	Yes	No	Yes	Yes
5972	Stamp and Coin Stores - Philatelic and Numismatic Supplies	Yes	Yes	No	Yes	No	No
5973	Religious Goods Stores	Yes	Yes	No	No	No	No
5975	Hearing Aids - Sales, Service, and Supply Stores	Yes	Yes	No	No	No	No
5976	Orthopedic Goods Prosthetic Devices	Yes	Yes	No	No	No	No
5977	Cosmetic Stores	Yes	Yes	No	No	No	No
5978	Typewriter Stores - Sales, Rental, Service	Yes	Yes	Yes	Yes	Yes	Yes
5983	Fuel - Fuel Oil, Wood, Coal, Liquefied Petroleum	Yes	Yes	Yes	Yes	Yes	Yes
5992	Florists	Yes	Yes	No	No	No	No
5993	Cigar Stores and Stands	Yes	Yes	No	No	No	No
5994	News Dealers and Newsstands	Yes	Yes	No	No	No	No
5995	Pet Shops, Pet Foods, and Supplies Stores	Yes	Yes	Yes	No	Yes	Yes
5996	Swimming Pools - Sales, Service, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5997	Electric Razor Stores - Sales and Service	Yes	Yes	No	No	No	No
5998	Tent and Awning Shops	Yes	Yes	Yes	Yes	Yes	Yes
5999	Miscellaneous and Specialty Retail Stores	Yes	Yes	Yes	Yes	Yes	Yes
6010	Financial Institutions - Manual Cash Disbursements	Yes	Yes	No	No	No	No
6011	Financial Institutions - Manual Cash Disbursements	Yes	Yes	No	No	No	No
6012	Financial Institutions - Merchandise and Services	Yes	Yes	No	No	No	No
6051	Non-Financial Institutions - Foreign Currency, Money Orders (not wire transfer) and Travelers Cheques	Yes	Yes	No	No	No	No
6211	Security Brokers/Dealers	Yes	Yes	No	Yes	No	No
6300	Insurance Sales, Underwriting, and Premiums	Yes	Yes	No	Yes	Yes	Yes
6381	Insurance Premiums, (no longer valid for first presentment work)	Yes	Yes	No	Yes	No	No
6399	Insurance, Not Elsewhere Classified (no longer valid for first presentment work)	Yes	Yes	No	Yes	No	No
7011	Lodging - Hotels, Motels, Resorts, Central Reservation Services (not elsewhere classified)	Yes	Yes	Yes	Yes	Yes	Yes
7012	Timeshares	Yes	Yes	Yes	No	No	No
7032	Sporting and Recreational Camps	Yes	Yes	No	No	No	No
7033	Trailer Parks and Camp Grounds	Yes	Yes	No	Yes	Yes	Yes
7210	Laundry, Cleaning, and Garment Services	Yes	Yes	No	No	No	No
7211	Laundry - Family and Commercial	Yes	Yes	No	No	No	No
7216	Dry Cleaners	Yes	Yes	Yes	No	Yes	Yes
7217	Carpet and Upholstery Cleaning	Yes	Yes	Yes	Yes	Yes	Yes
7221	Photographic Studios	Yes	Yes	No	No	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
7230	Barber and Beauty Shops	Yes	Yes	No	No	No	No
7251	Shop Repair Shops and Shoe Shine Parlors, and Hat Cleaning Shops	Yes	Yes	No	No	No	No
7261	Funeral Service and Crematories	Yes	Yes	No	No	No	No
7273	Dating and Escort Services	Yes	Yes	No	No	No	No
7276	Tax Preparation Service	Yes	Yes	No	No	Yes	Yes
7277	Counseling Service - Debt, Marriage, Personal	Yes	Yes	No	No	No	No
7278	Buying/Shopping Services, Clubs	Yes	Yes	Yes	Yes	Yes	Yes
7296	Clothing Rental - Costumes, Formal Wear, Uniforms	Yes	Yes	Yes	Yes	Yes	Yes
7297	Massage Parlors	Yes	Yes	No	No	No	No
7298	Health and Beauty Shops	Yes	Yes	No	No	No	No
7299	Miscellaneous Personal Services (not elsewhere classifies)	Yes	Yes	Yes	No	Yes	Yes
7311	Advertising Services	Yes	Yes	Yes	Yes	Yes	Yes
7321	Consumer Credit Reporting Agencies	Yes	Yes	Yes	Yes	Yes	Yes
7332	Blueprinting and Photocopying Services	Yes	Yes	Yes	Yes	Yes	Yes
7333	Commercial Photography, Art and Graphics	Yes	Yes	Yes	Yes	Yes	Yes
7338	Quick Copy, Reproduction and Blueprinting Services	Yes	Yes	Yes	Yes	Yes	Yes
7339	Stenographic and Secretarial Support Services	Yes	Yes	Yes	Yes	Yes	Yes
7342	Disinfecting Services	Yes	Yes	Yes	Yes	Yes	Yes
7342	Exterminating and Disinfecting Services	Yes	Yes	Yes	Yes	Yes	Yes
7349	Cleaning and Maintenance, Janitorial Services	Yes	Yes	Yes	Yes	Yes	Yes
7361	Employment Agencies, Temporary Help Services	Yes	Yes	Yes	Yes	Yes	Yes
7372	Computer Programming, Integrated Systems Design and Data Processing Services	Yes	Yes	Yes	Yes	Yes	Yes
7375	Information Retrieval Services	Yes	Yes	Yes	Yes	Yes	Yes
7379	Computer Maintenance and Repair Services, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
7392	Management, Consulting, and Public Relations Services	Yes	Yes	Yes	Yes	Yes	Yes
7393	Protective and Security Services - Including Armored Cars and Guard Dogs	Yes	Yes	Yes	Yes	Yes	Yes
7394	Equipment Rental and Leasing Services, Tool Rental, Furniture Rental, and Appliance Rental	Yes	Yes	Yes	Yes	Yes	Yes
7395	Photofinishing Laboratories, Photo Developing	Yes	Yes	Yes	Yes	Yes	Yes
7399	Business Services, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
7512	Car Rental Companies (Not Listed Below)	Yes	Yes	Yes	Yes	Yes	Yes
7513	Truck and Utility Trailer Rentals	Yes	Yes	Yes	Yes	Yes	Yes
7519	Motor Home and Recreational Vehicle Rentals	Yes	Yes	No	No	No	No
7523	Automobile Parking Lots and Garages	Yes	Yes	No	No	No	No
7531	Automotive Body Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7534	Tire Re-treading and Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7535	Paint Shops - Automotive	Yes	Yes	Yes	Yes	Yes	Yes
7538	Automotive Service Shops	Yes	Yes	Yes	Yes	Yes	Yes
7542	Car Washes	Yes	Yes	Yes	Yes	Yes	Yes
7549	Towing Services	Yes	Yes	No	No	No	No
7622	Radio Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7623	Air Conditioning and Refrigeration Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7629	Electrical And Small Appliance Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7631	Watch, Clock, and Jewelry Repair	Yes	Yes	Yes	Yes	Yes	Yes
7641	Furniture, Furniture Repair, and Furniture Refinishing	Yes	Yes	Yes	Yes	Yes	Yes
7692	Welding Repair	Yes	Yes	Yes	Yes	Yes	Yes
7699	Repair Shops and Related Services -Miscellaneous	Yes	Yes	Yes	Yes	Yes	Yes
7829	Motion Pictures and Video Tape Production and Distribution	Yes	Yes	Yes	No	Yes	Yes
7832	Motion Picture Theaters	Yes	Yes	Yes	No	No	No
7841	Video Tape Rental Stores	Yes	Yes	No	No	No	No
7911	Dance Halls, Studios and Schools	Yes	Yes	No	No	No	No
7922	Theatrical Producers (Except Motion Pictures), Ticket Agencies	Yes	Yes	Yes	No	No	No
7929	Bands, Orchestras, and Miscellaneous Entertainers (Not Elsewhere Classified)	Yes	Yes	Yes	No	No	No
7932	Billiard and Pool Establishments	Yes	Yes	No	No	No	No
7933	Bowling Alleys	Yes	Yes	Yes	No	Yes	Yes
7941	Commercial Sports, Athletic Fields, Professional Sport Clubs, and Sport Promoters	Yes	Yes	Yes	No	No	No
7991	Tourist Attractions and Exhibits	Yes	Yes	No	No	No	No
7992	Golf Courses - Public	Yes	Yes	No	No	No	No
7993	Video Amusement Game Supplies	Yes	Yes	No	No	No	No
7994	Video Game Arcades/Establishments	Yes	Yes	No	No	No	No
7995	Betting (including Lottery Tickets, Casino Gaming Chips, Off-track Betting and Wagers)	Yes	Yes	No	No	No	No
7996	Amusement Parks, Carnivals, Circuses, Fortune Tellers	Yes	Yes	Yes	No	No	No
7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses	Yes	Yes	No	No	Yes	Yes
7998	Aquariums, Sea-aquariums, Dolphinariums	Yes	Yes	Yes	No	No	No
7999	Recreation Services (Not Elsewhere Classified)	Yes	Yes	Yes	No	No	No

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
8011	Doctors and Physicians (Not Elsewhere Classified)	Yes	Yes	No	No	No	No
8021	Dentists and Orthodontists	Yes	Yes	No	No	No	No
8031	Osteopaths	Yes	Yes	No	No	No	No
8041	Chiropractors	Yes	Yes	No	No	No	No
8042	Optometrists and Ophthalmologists	Yes	Yes	No	No	No	No
8043	Opticians, Opticians Goods and Eyeglasses	Yes	Yes	No	No	No	No
8044	Opticians, Optical Goods, and Eyeglasses (no longer valid for first presentments)	Yes	Yes	No	No	No	No
8049	Podiatrists and Chiropodists	Yes	Yes	No	No	No	No
8050	Nursing and Personal Care Facilities	Yes	Yes	No	No	No	No
8062	Hospitals	Yes	Yes	No	No	No	No
8071	Medical and Dental Laboratories	Yes	Yes	No	No	Yes	Yes
8099	Medical Services and Health Practitioners (Not Elsewhere Classified)	Yes	Yes	No	No	Yes	Yes
8111	Legal Services and Attorneys	Yes	Yes	Yes	Yes	Yes	Yes
8211	Elementary and Secondary Schools	Yes	Yes	Yes	Yes	Yes	Yes
8220	Colleges, Junior Colleges, Universities, and Professional Schools	Yes	Yes	Yes	Yes	Yes	Yes
8241	Correspondence Schools	Yes	Yes	Yes	Yes	Yes	Yes
8244	Business and Secretarial Schools	Yes	Yes	Yes	Yes	Yes	Yes
8249	Vocational Schools and Trade Schools	Yes	Yes	Yes	Yes	Yes	Yes
8299	Schools and Educational Services (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
8351	Child Care Services	Yes	Yes	No	No	No	No
8398	Charitable and Social Service Organizations	Yes	Yes	Yes	Yes	Yes	Yes
8641	Civic, Fraternal, and Social Associations	Yes	Yes	Yes	Yes	Yes	Yes
8651	Political Organizations	Yes	Yes	Yes	Yes	Yes	Yes
8661	Religious Organizations	Yes	Yes	No	No	No	No
8675	Automobile Associations	Yes	Yes	No	No	No	No
8699	Membership Organizations (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
8734	Testing Laboratories (non-medical)	Yes	Yes	Yes	Yes	Yes	Yes
8911	Architectural - Engineering and Surveying Services	Yes	Yes	Yes	Yes	Yes	Yes
8931	Accounting, Auditing, and Bookkeeping Services	Yes	Yes	Yes	Yes	Yes	Yes
8999	Professional Services (Not Elsewhere Defined)	Yes	Yes	Yes	Yes	Yes	Yes
9211	Court Costs, including Alimony and Child Support	Yes	Yes	Yes	Yes	No	No
9222	Fines	Yes	Yes	Yes	Yes	Yes	Yes
9223	Bail and Bond Payments	Yes	Yes	Yes	Yes	No	No
9311	Tax Payments	Yes	Yes	Yes	Yes	No	No
9399	Government Services (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
9402	Postal Services - Government Only	Yes	Yes	Yes	Yes	Yes	Yes
9405	Intra - Government Transactions	Yes	Yes	Yes	Yes	Yes	Yes
9700	Automated Referral Service (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9701	Visa Credential Service (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9702	GCAS Emergency Services (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9950	Intra - Company Purchases (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes



Request for a New SunTrust Purchasing Card

Name of New Cardholder

New Cardholder's Email Address

New Cardholder's City Issued Employee ID #

Department Name

Position

Main Phone # (for fraud alerts)

Alternate Phone # (for fraud alerts)

Last 4 Digits of New Cardholder's SS #

99999-

Name of New Cardholder's First Supervisor and their employee ID #

Name of Second Supervisor and their employee ID# (Public Utilities Only)

Default GL Account # for Transactions (Ex: 001-1600-513-51-00)

Name of the Delegate and their employee ID#

Name of New Cardholder's Department Head

Signature of Department Head

Name of Person Submitting this Request

Date of Request

Finance Use Only

Print Name of Person Completing this Request

Control / Security Rule Assigned (Ex: CPO5)

Date Completed

Signature of Person Completing Request

Website Logon Information

User ID: _____

Initial Password: _____

Email sent with info: _____

Last 4 Digits of Account



Request for SunTrust Purchasing Card Access - Administrator

Name of New Cardholder/Employee	_____
New Cardholder/Employee Email Address	_____
New Cardholder/Employee City Issued Employee ID #	_____
Department Name	_____
Position	_____
Main Phone # (for fraud alerts)	_____
Alternate Phone # (for fraud alerts)	_____
Last 4 Digits of New Cardholder's SS # (Get with Heather in HR.)	n/a
Name of New Cardholder's First Supervisor and their employee ID #	n/a
Name of Second Supervisor and their employee ID# (Public Utilities Only)	n/a
Default GL Account # for Transactions (Ex: 001-1600-513-51-00)	n/a
Name of the Delegate and their employee ID#	n/a

Name of New Cardholder's Department Head	_____
Signature of Department Head	_____
Name of Person Submitting this Request	_____
Date of Request	_____

Finance Use Only

Print Name of Person Completing this Request	_____
Control / Security Rule Assigned (Ex: CPO5)	n/a
Date Completed	_____
Signature of Person Completing Request	_____

Website Logon Information

User ID: _____
Initial Password: _____
Email sent with info: _____

Last 4 Digits of Account

n/a



Request for a New SunTrust ESP Login Only

Name of New Employee

New Employee's Email Address

New Employee's City Issued Employee ID #

Department Name

Main Phone #

P-Cards to Delegate to New Employee:

Name of New Employee's Department Head

Signature of Department Head

Name of Person Submitting this Request

Date of Request

Finance Use Only

Print Name of Person Completing this Request

Control / Security Rule Assigned (Ex: CPO5)

Date Completed

Signature of Person Completing Request

Website Logon Information

User ID: _____

Initial Password: _____

Receipt/Certification

Purchasing Dept. Signature: _____ Date: _____



Request for a Cancellation of SunTrust Purchasing Card

Name of Cardholder _____

Department Name _____

Cancellation Reason (check appropriate reason):

Transfer to New Department in City _____

Card No Longer Needed _____

Termination of Employment with City _____

Destroyed Purchasing Card Attached (Yes/No): _____

Name of Cardholder's Department Head _____

Signature of Department Head _____

Name of Person Submitting this Request _____

Date of Request _____

Finance Use Only

Print Name of Person Completing this Request _____

Control / Security Rule Assigned (Ex: CPO5) _____

Date Completed _____

Signature of Person Completing Request _____

Website Logon Information

User ID: _____

Initial Password: _____

Email sent with info: _____

Last 4 Digits of Account



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (F18) Second Reading - Ordinance No. 2017-21 -Revision to Section 2-240-Utility billing, delinquent accounts, liens and adjustments

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-21.

SUMMARY: Ordinance No. 2017-21 revises Section 2-240 of the City's Code of Ordinances to incorporate Council guidance on utility billing and allow for advances in water meter technology. These revisions work in concert with Resolution No. 17-21 - Utility Billing to allow for:

- * Refunds of deposits for residential customers in good standing
- * Revisions to sewer charge adjustments related to swimming pool fills
- * City Manager authorization to adjust for billing when required due to administrative reasons.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-21	Ord. No. 2-240 Amendment - 6.9.17.pdf
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Robin Fenwick

Created/Initiated - 06/30/2017

ORDINANCE 2017-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-240
RELATED TO UTILITY AND MISCELLANEOUS SERVICES
BILLING, ADJUSTMENTS, DELINQUENT ACCOUNTS AND
LIENS; PROVIDING FOR CODIFICATION; 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 and other miscellaneous services provided by the City of Port Orange; 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. The City Council of the City of Port Orange, Florida hereby amends Section 2-240 of the Code of Ordinances 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 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 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 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) The lien against property owners billed annually on the non-ad valorem assessment bill shall be enforced for failure to pay, through the same manner as a levy and ad

valorem tax sale. In the event of such action, the city or its agents shall be entitled to recover all court costs and reasonable attorney fees for such collection.

- (d) In the case that a tenant in possession of any premises or buildings shall pay such charges, it shall relieve the land owner from such obligation and lien; but the city shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this article, and the failure of any owner to learn that he purchased property against which a lien for utility fees exists shall in no way affect his responsibility for such payment.
- (e) In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure of any user of city utilities within the city to pay such charges promptly when due shall subject such user to discontinuance of utility services where the charges have accrued, without notice to the occupants of such premises, and the service shall not be reconnected until all charges are paid to the city in cash, money order, certified or cashier's check.
- (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 or her designee.
 - (1) *Swimming pool fill.* A reduction to a customer's sewer charges shall be authorized up to twice in any twelve-month period for swimming pool fills under the following circumstances:
 - a. The actual consumption for the fill is documented by meter readings conducted by city staff before and after the fill takes place. The City shall assess a service charge established by the rate resolution if field work is required to conduct the pre- and post-meter readings; or
 - b. The swimming pool fill is documented with the presentation of a certification from a pool installer or repairman on the company's letterhead detailing the date of installation or repair and an estimate of the amount of water added to the pool. The certification shall be reviewed against the actual metered consumption so that the customer's adjusted sewer billing is ~~at or above the average monthly billing. When no third party verification is possible, a pool fill sewer adjustments shall be performed if the customer requests a pre- and post-pool fill meter reading to determine the actual consumption. The city may assess a service charge established by the utility rate resolution for performing these two meter readings which shall offset the amount of the sewer credit~~ not less than the average monthly billing over the previous twelve months.
 - (2) *Leaks.* A customer shall be eligible for a credit as the result of a leak up to twice in any twelve month-period under the following circumstances:
 - a. If the leak occurs either between the meter or the backflow device and the customer's house or inside the house, the customer ~~shall~~ will be eligible for a credit against the sewer charges upon presentation of sufficient ~~a third party~~ verification of the leak. Water leakage must not have entered the

sewer system in order to be eligible for the credit. Credit cannot reduce sewer ~~charges usage~~ lower than the average monthly billing for highest sewer usage during the previous 12 months, and said credit shall apply to up to two billing cycles within any twelve-month period. Acceptable verification shall consist of a bill or letter from a plumber on the company's letterhead describing the type and location of the leak, receipts for repair materials or photos. If the leak is originally identified by a city employee, the employee's statement may be substituted for the plumber's verification. If the leak is discovered and repaired by the property owner, then the owner shall submit documentation evidencing ~~evincing~~ the leak detection and repair in a format acceptable to the city in order to be eligible for an adjustment.

- b. If the leak occurs at the meter or between the meter and a backflow device, the customer will be eligible for a credit against both the water and sewer charges upon presentation of sufficient ~~third-party~~ verification as described above.

(3) *Extraordinary consumption.* If a customer's monthly consumption exceeds the average ~~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 (f) 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. If 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.

(4) *Administrative Adjustment.* The City Manager or his or her designee is authorized to credit a customer's monthly utility account up to \$50.00 in any twelve-month period under the following circumstances:

- a. The adjustment is warranted due to a billing error made by the City.
- b. The customer inadvertently transposes one or more numbers while making a payment resulting in a late payment penalty.
- c. The customer inadvertently pays the previous month's statement balance resulting in a late payment penalty.

SECTION 2. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of this ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. 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 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (F19) First Reading - Ordinance No. 2017-22 - Moratorium on the submittal, processing, and issuance of any permit for wireless facilities, communication towers, and wireless support structures in the rights-of-way and on private property in the City of Port Orange; Case No. 17-25000004

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-22, establishing a moratorium for up to six months on the submittal, processing, and issuance of any development order or permit for wireless facilities, communication towers, and wireless support structures in the City of Port Orange.

SUMMARY: The requested moratorium will allow staff time to review the existing City requirements for installing wireless facilities, communication towers, and wireless support structures in the City of Port Orange rights-of-way and on private property. With the recent approval by the State Legislature of the Advanced Wireless Infrastructure Deployment Act (HB 687), local governments cannot prohibit the collocation of small wireless facilities on government owned poles and other poles and structures located in the rights-of-way, installation of ground mounted equipment in the rights-of-way, installation of new poles in the rights-of-way, and installation of micro wireless facilities.

The moratorium will allow staff the time to complete an analysis of the City's current regulations, State and Federal laws related to wireless facilities, communication towers, and wireless support structures, and prepare regulations to protect the safety and general welfare of the residents of Port Orange, guidelines for the appearance of replacement and new poles, towers, antennas and ground mounted equipment, and to protect the City's infrastructure within the rights-of-way. If modifications are needed to comply amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

According to the wireless carriers, the installation of new wireless infrastructure is needed to expand wireless coverage for mobile users and with the passing of HB 687, it is anticipated that wireless carriers will begin to submit applications to install wireless infrastructure within the public rights-of-way and on private property. While the Advanced Wireless Infrastructure Deployment Act does not pertain to wireless facilities, communication towers, and wireless support structures on private property; the moratorium also includes these as part of an on-going Land Development Code (LDC) maintenance effort. The regulations related to telecommunication towers and antennas for private property in the LDC have not been comprehensively updated since the late 1990's.

Staff has prepared an ordinance imposing a six month moratorium on the submittal, processing, and issuance of any permit for wireless facilities, communication towers, and wireless support structures in the City of Port Orange. The proposed moratorium will allow staff to further research the Code of Ordinances and Land Development Code regarding installing wireless facilities, communication towers, and wireless support structures in the City of Port Orange public or private rights-of-way and on private property and prepare amendments to the Code of Ordinances and Land Development Code that will be brought before Council for review.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-22	.pdf
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Melanie Schmotzer	Created/Initiated - 06/29/2017
Tim Burman	Approved - 06/29/2017
Wayne Clark	Approved - 06/29/2017
Matthew Jones	Approved - 07/03/2017
Jake Johansson	Approved - 07/03/2017
Robin Fenwick	Final Approval - 07/05/2017

ORDINANCE NO. 2017-22

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ESTABLISHING A
MORATORIUM ON THE ISSUANCE OF PERMITS FOR
CONSTRUCTION OF WIRELESS FACILITIES,
COMMUNICATION TOWERS, AND WIRELESS SUPPORT
STRUCTURES WITHIN THE CITY OF PORT ORANGE;
PROVIDING FOR THE DURATION OF THE MORATORIUM;
PROVIDING FOR INTERPRETATION; PROVIDING
DEFINITIONS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department and Public Utilities Department believe that review of the City's regulations related to wireless facilities, communication towers, and wireless support structures located on private property and within City rights-of-way is needed to ensure effectiveness; and

WHEREAS, said review and amendments are necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that issuing any permit for construction of wireless facilities, communication towers, and/or wireless support structures in the City of Port

Orange would in all probability undermine the recommendations of the Community Development Department and Public Utilities Department for revisions to zoning and regulations set forth in the Land Development Code and Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any permits for construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange is necessary for a limited duration and until regulations are codified in the Land Development Code and Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote the economic order of the community by encouraging the proper regulation of wireless facilities, communication towers, and wireless support structures within the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and

community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to wireless facilities, communication towers, and wireless support structures in the City of Port Orange;
3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;
4. Control of community development during the time period of the review and amendment of local regulations; and
5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance, the moratorium will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, the LPA has determined that a moratorium of six (6) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the issuance of any permits for construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of permits for construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of this ordinance may be received and reviewed. However, no permits shall be issued in violation of the moratorium on the issuance of permits for construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange, any application not approved for issuance of a permit on or after the date of this ordinance, but before the expiration of the moratorium, shall

be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 6 months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium. This ordinance shall be deemed to be pending on applications for construction of wireless facilities, communication towers, and wireless support structures in the City of Port Orange, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

Section 4. Conflicting Ordinances.

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. Severability.

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. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and Land Development Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (G20) First Reading - Ordinance No. 2017-19 - Increasing Police Pension Board Terms to Four Years

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-19.

SUMMARY: At a special meeting on June 11, 2015, the Port Orange Pension Board approved a proposed ordinance amendment increasing the terms of trustees from two (2) years to four (4) years. On August 19, 2015, City Council considered this request and did not want to make the change at that time. The Port Orange Police Pension Board asked that City Council re-consider their request as the change will allow more time for the Trustees to learn and become more efficient.

Recently, the Police Pension Board again approved recommending an increase the Trustees' terms from two (2) years to four (4) years to allow more efficiency with the Plan members.

Karan Rounsavall is the Plan Administrator and will be present to provide further information and answer any questions.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-19	Ord. No. 2017-19.pdf
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Robin Fenwick
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 06/01/2017
Approved - 07/03/2017
Approved - 07/03/2017
Final Approval - 07/05/2017

ORDINANCE NO. 2017-19

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT
ORANGE POLICE PENSION FUND TO PROVIDE FOR
FOUR-YEAR TRUSTEE TERMS; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”);

WHEREAS, Section 185.05(1)(a), Florida Statutes, provides that trustees may serve terms of up to four years;

WHEREAS, Section 54-134(a) of the City Code provides that trustees of the Pension Fund shall serve two-year terms;

WHEREAS, the trustees of the Pension Fund have requested and approved an amendment increasing trustee terms to four years;

WHEREAS, the trustees of the Pension Fund consider such an amendment to be in the best interest of the participants and beneficiaries as it will improve the administration of the Pension Fund;

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund;

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 54-134(a) of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-134. Board of trustees.

(a) *Authority; membership; term of office; meetings.* The board of trustees shall be solely responsible for administering the plan. The board of trustees shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city council, and two of whom shall be full-time police officer participants in the plan, who shall be elected by a majority of the police officers who are participants in the plan. The fifth trustee shall be chosen for a ~~two~~ four-year term by a majority of the previous four trustees as provided for in this subsection, and such person's name shall be submitted to the city council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided in this subsection and shall serve a ~~two~~ four-year term, unless the office is sooner vacated, and may succeed himself in office. Each resident trustee shall serve as trustee for a period of ~~two~~ four years, unless sooner replaced by the city council, at whose pleasure the trustee shall serve, and may succeed himself as a trustee. Each police officer trustee shall serve as trustee for a period of ~~two~~ four years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each police officer may succeed himself in office. The board of trustees shall meet at least quarterly each year. The chairman or secretary of the board of trustees may, and upon the written request of any two trustees shall, call a meeting of the trustees at any time by giving at least five days' notice in writing of the time and place thereof to the remaining trustees. Notice of such meetings shall be posted or advertised to the public. The board of trustees shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description.

Section 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2017.

Passed and adopted on second and final reading on the ____ day _____ of _____, 2017.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (G21) First Reading - Ordinance No. 2017-23 - Adding subsection (g) to Section 2-262 of the Code - providing authority to follow federal and state guidelines for purchasing goods or services with federal or state grants.

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-23 - Adding Section 2-262(g) providing city staff with the authority to follow 2 C.F.R 200 guidelines in purchasing goods or services in certain circumstances; and providing the City Manager the authority to amend the purchasing manual to reflect the adopted changes herein.

SUMMARY:

The City purchases goods and services every year for which the organization intends to apply for reimbursement from the Federal Government. These instances include federal grants (i.e., Community Development Block Grants) and public assistance from the Federal Emergency Management Agency (FEMA) after declared disasters, among others.

In order to obtain reimbursement from the Federal Government, purchases of goods and services must comply with the Code of Federal Regulations 2 (C.F.R.) 200 guidelines or our own purchasing guidelines (whichever is more stringent). There are some instances in which the City of Port Orange purchasing ordinances and procedures conflict with the federal guidelines and staff recommends following the 2 C.F.R. 200 guidelines in these cases. Failure to follow 2 C.F.R. 200 guidelines could jeopardize grant and emergency funding from the federal government.

The proposed addition to our purchasing guidelines is below:

2-262(g) If any situation where compliance with city's purchasing policy or code will place the City in conflict with state or federal law or the terms of any grant, the City shall comply with such Federal or state law, grant requirements, or authorized regulations which are mandatorily applicable and which are either not reflected in this Code or are contrary to provisions of this Code.

Some example of conflicts between our purchasing code of ordinance and/ or procedures that conflict with 2 C.F.R. 200 are as follows.

1. Use of geographical preferences
2. Outreach to Disadvantage and Minority vendors

-
- 3.Prohibition of Piggybacking for certain contracts, and
 4. Inclusion of Federally mandated contract provisions

Neither this proposed change, nor 2 C.F.R. 200 provides the City Manager authority to bypass purchasing thresholds that would trigger approval by the City Council based on the City's current purchasing ordinance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-23	Ord. No. 2017-23 MJ 7.5.17.pdf
2.	2 CFR 200 Checklist Guidelines	2cfr200 checklist.pdf

Alan Rosen	Created/Initiated - 06/20/2017
James Tillman	Approved - 06/21/2017
Tracey Riehm	Approved - 07/03/2017
Matthew Jones	Approved - 07/05/2017
Jake Johansson	Approved - 07/05/2017
Robin Fenwick	Final Approval - 07/05/2017

ORDINANCE NO 2017-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES TO ENSURE CONSISTENCY WITH STATE AND FEDERAL PROCUREMENT LAWS AS WELL AS THE TERMS AND CONDITIONS OF GRANTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to obtain reimbursement from the Federal Government, purchases of goods and services must comply with the Code of Federal Regulations 2 (C.F.R.) 200 guidelines; and

WHEREAS, in order to obtain grant funding from the State, the City is prohibited from applying a local purchasing preference; and

WHEREAS, there are some instances in which the City purchasing policies conflict with the federal or state guidelines; and

WHEREAS, failure to follow federal or state guidelines could jeopardize grant and emergency funding from the federal or state government; and

WHEREAS, the City Council deems it necessary to follow federal and state law requirements for funding procurements with federal or state grants; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED 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 amends Chapter 2, Article VI, Division 2, Section 2-262 of the Code of Ordinances to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. – FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-262. – Purchase and sales procedures.

- (a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof shall exceed \$25,000.00, shall be purchased from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding procedure.
- (b) No contract or purchase shall be subdivided to avoid the requirements of this article. Separate purchases from the same vendor by different departments for different purposes shall not be considered subdivided purchases. Such purchases will be reported to the city council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to ensure cost efficiency and maximize competition.
- (c) Purchases up to and including \$2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. Items with a purchase price of more than \$2,500.00 but less than or equal to \$5,000.00 shall be made using two verbal quotations. Items with a purchase price of more than \$5,000.00 but less than or equal to \$25,000.00 shall be made with three quotations confirmed in writing.
- (d) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds \$25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.
- (e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is \$25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

- (f) Junk/non-real property. The city manager may declare that any non-real property that is determined by the city manager to have reached the end of its useful life and/or may expose the city to potential liability from its continued use or sale and/or whose disposition cost exceeds its value is junk. Non-real property declared by the city manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the city) and shall be rendered useless and not be donated.
- (g) In the event of a conflict between any provision in this Code or the city's purchasing policy, and federal or state law, or the terms of any grant; the federal or state law, and terms of the grant shall control.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. 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 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations) – 2 CFR pt. 200

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA's in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA's Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for "FEMA Procurement Field Manual." While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.²

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 ☐ **Yes** ☐ **No**
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. ☐ **Yes** ☐ **No** ☐ **N/A – work does not involve the use of materials (e.g., debris removal or other services)**
3. **Does the contract include the following clauses?**³
 - a. *If the contract amount exceeds \$150,000*⁴, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? ☐ **Yes** ☐ **No**
☐ **N/A**
 - b. *If the contract amount exceeds \$10,000*, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement**? ☐ **Yes** ☐ **No** ☐ **N/A**
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause**?⁵ ☐ **Yes** ☐ **No** ☐ **N/A**
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti-Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

³ See [Appendix II of 2 CFR part 200](#). See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the [Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II](#).

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows:

Compliance with the Copeland “Anti-Kickback” Act

- Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] ☐ Yes ☐ No ☐ N/A
- e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards clause**?⁷ ☐ Yes ☐ No ☐ N/A
- f. Rights to Inventions Made Under a Contract or Agreement.⁸ ☐ N/A
- g. *If the contract or subgrant amount exceeds \$150,000*, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹ ☐ Yes ☐ No ☐ N/A
- h. *Does the contract include a Suspension and Debarment clause*?¹⁰ ☐ Yes ☐ No¹¹
- i. *Does the contract include an Anti-Lobbying clause*?¹² ☐ Yes ☐ No

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ The clause may read as follows:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

- i. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? ☐ **Yes** ☒ **No** ☐ **N/A**
- j. *Does the contract include* a clause requiring the contractor to maximize use of **recovered/recycled materials**? ☐ **Yes** ☐ **No** ☐ **N/A – work does not involve the use of materials (e.g., debris removal or other services)**

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



4. General requirements¹³

- a. *Does the procurement comply with* the NFE's¹⁴ own procurement laws, rules, and procedures? §200.318(a) ☐ **Yes** ☒ **No**
- b. *Does the NFE maintain* contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §200.318(b) ☐ **Yes** ☒ **No**
- c. *Does the NFE have* - §200.318(c)(1):
 - i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? ☐ **Yes** ☒ **No**
 - ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵ ☒ **Yes** ☐ **No**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

¹³ [See, 2 C.F.R. § 200.318](#)

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶ ☒ Yes ☐ No
- iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ Yes ☒ No
- d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe*, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)¹⁷ ☐ Yes ☒ No ☐ N/A
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d) ☐ Yes ☒ No
- f. *Is the contract being awarded to a responsible contractor* possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h) ☐ Yes ☒ No
- g. *Is the NFE keeping records sufficient to detail the history of the procurement*, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i) ☐ Yes ☒ No
- h. *Is the contract a time-and-materials contract?*¹⁸ § 200.318(j) ☐ Yes ☐ No

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. **[Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed. See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]**

- i. If so, has the NFE documented why no other contract is suitable?
☐ Yes ☐ No
- ii. Does the contract include a ceiling price that the contractor exceeds at its own risk? ☐ Yes ☐ No
- i. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) ☐ Yes ☐ No
- j. *Encouraged*, but not required standards at § 200.318(e), (f), and (g).¹⁹

5. **Competition:**

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):
 - i. Placing unreasonable requirements on firms in order for them to qualify to do business? ☐ Yes ☐ No
 - ii. Requiring unnecessary experience and excessive bonding? ☐ Yes ☐ No
 - iii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ ☐ Yes ☐ No
 - iv. Noncompetitive contracts to consultants that are on retainer contracts?²² ☐ Yes ☐ No
 - v. Organizational conflicts of interest?²³ ☐ Yes ☐ No

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant's work on retainer.

²³ See, fn 18.

- vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? ☐ Yes ☐ No
- vii. Any arbitrary action in the procurement process? ☐ Yes ☐ No
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ Yes ☐ No ☐ N/A
- c. *Does the contract include* a state or local geographic preference for local contractors?²⁴ § 200.319(b) ☐ Yes ☐ No
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) ☐ Yes ☐ No
 - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) ☐ Yes ☐ No
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) ☐ N/A
 - i. Is the list current? ☐ Yes ☐ No
 - ii. Does the list include enough qualified sources to ensure maximum open and free competition? ☐ Yes ☐ No
 - iii. Were any potential bidders precluded from qualifying during the solicitation period?²⁵ ☐ Yes ☐ No

6. **Method of Procurement**

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

²⁵ Pre-qualified lists are **NOT** contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list, but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

a. Is the NFE using one of the following acceptable methods of procurement?
§ 200.320

i. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro-purchases). § 200.320(a) ☐ **Yes** ☐ **No**

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]

2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers? ☐ **Yes** ☐ **No**
☐ **N/A – not practicable**

ii. **Small purchase procedures** § 200.320(b) ☐ **Yes** ☐ **No**

1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold*.]

2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?²⁶ ☐ **Yes** ☐ **No**

iii. **Sealed bids** § 200.320(c)²⁷ ☐ **Yes** ☐ **No**

1. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]

2. Are *all* of the following conditions to use sealed bidding present?
§ 200.320(c)(1) ☐ **Yes** ☐ **No**

a. A complete, adequate, and realistic specification or purchase description is available ☐ **Yes** ☐ **No**

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, [FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions \(FAQ\)](#), FAC No. 3 and the PDAT Field Manual.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- b. Two or more responsible bidders are willing and able to compete effectively for the business ☐ **Yes** ☐ **No**
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price ☐ **Yes** ☐ **No**
3. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)
- a. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids? ☐ **Yes** ☐ **No**
 - b. If the NFE is a local or tribal government, was the invitation for bids publically advertised? ☐ **Yes** ☐ **No** ☐ **N/A**
 - c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? ☐ **Yes** ☐ **No**
 - d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? ☐ **Yes** ☐ **No**
 - e. For local and tribal governments, were the bids opened publicly? ☐ **Yes** ☐ **No** ☐ **N/A**
 - f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? ☐ **Yes** ☐ **No**
 - g. If any bids were rejected, was there a sound documented reason supporting the rejection? ☐ **Yes** ☐ **No** ☐ **N/A**
- iv. **Procurement by competitive proposals**²⁹ § 200.320(d) ☐ **Yes** ☐ **No**
- 1. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.” (See fn. 27)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).

awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]

2. Did the NFE publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? ☐ Yes ☒ No
3. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰ ☐ Yes ☒ No
4. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? ☐ Yes ☒ No
5. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? ☐ Yes ☒ No
6. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]**

v. **Noncompetitive proposals** § 200.320(f)³¹ ☐ Yes ☐ No

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
2. Do one or more of the following circumstances apply? ☐ Yes ☒ No
 - a. The item is available only from a single source ☐ Yes ☒ No

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.”

³¹ § 200.320(e) is reserved.

- b. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation ☐ **Yes** ☐ **No**
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity ☐ **Yes** ☐ **No**
- d. After solicitation of a number of sources, competition is determined inadequate.³³ ☐ **Yes** ☐ **No**

7. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵ § 200.321 ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ☐ **Yes** ☐ **No** ☐ **N/A – no potential sources (document)**
 - iii. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ ☐ **Yes** ☐ **No** ☐ **N/A – not economically feasible (document)**

³² For an explanation of what “emergency” and exigency” mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

- iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? ☐ Yes ☐ No ☐ N/A – the requirement does not permit (document)
- v. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ☐ Yes ☐ No ☐ N/A – not appropriate (document)
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? ☐ Yes ☐ No ☐ N/A – no subcontracts will be let (document)

8. **Contract cost and price**³⁷

- a. If the contract amount (including contract modifications) exceeds \$150,000, did the NFE perform a cost or price analysis? § 200.323(a) ☐ Yes ☐ No ☐ N/A
- b. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed*? § 200.323(b) ☐ Yes ☐ No ☐ N/A
- c. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸ [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement]
☐ Yes ☐ No

9. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

- a. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e, \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and

³⁷ See, [Pricing Guide for Recipients and Subrecipients Under the Uniform Rules](#) for guidance on cost or price analysis.

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]

- b. If such a determination (see above) has not been made, does the procurement include the following? ☐ **Yes** ☐ **No** ☐ **N/A**
- i. A bid guarantee from each bidder equivalent to five percent of the bid price? ☐ **Yes** ☐ **No** ☐ **N/A**
1. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price? ☐ **Yes** ☐ **No** ☐ **N/A**
1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii. A payment bond on the part of the contractor for 100 percent of the contract price. ☐ **Yes** ☐ **No** ☐ **N/A**
1. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST³⁹

³⁹ All FEMA PDAT Reference Materials can be found at the following website: www.fema.gov/procurement-disaster-assistance-team



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (G22) First Reading - Ordinance No. 2017-24 - Maintenance, testing and inspection of backflow prevention devices

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-24.

SUMMARY: This ordinance amendment is needed for consistency with the City's current practice and the recently adopted utility fee resolution.

The following changes have been proposed:

Requiring a licensed plumber to perform backflow prevention device testing;

Updating statutory references;

Identifying the acceptable providers of certification for testers; and

Authorizing the City to test, repair and replace backflow prevention devices for single-family residences and requiring a monthly fee for said service.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-24	.pdf
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Tracey Riehm

Tracey Riehm

Lynn Stevens

Matthew Jones

Jake Johansson

Robin Fenwick

Created/Initiated - 06/23/2017

Approved - 06/23/2017

Approved - 07/05/2017

Approved - 07/05/2017

Approved - 07/05/2017

Final Approval - 07/05/2017

ORDINANCE NO. 2017-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 74, ARTICLE VIII, SECTION 74-249, ESTABLISHING REGULATIONS FOR MAINTENANCE, TESTING AND INSPECTION OF BACKFLOW PREVENTION DEVICES; UPDATING STATUTORY REFERENCES; IDENTIFYING WHICH CERTIFICATES AND TRAINING PROGRAMS ARE RECOGNIZED FOR CERTIFICATION OF BACKFLOW DEVICE TESTERS; AUTHORIZING A MONTHLY FEE FOR INSPECTION AND MAINTENANCE OF SINGLE-FAMILY RESIDENTIAL BACKFLOW DEVICES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is dedicated to ensuring the quality and safety of the potable water provided to all of its utilities customers; and

WHEREAS, backflow into the City's water system can pollute or contaminate the water in that system making the water therein unusable or unsafe to drink; and

WHEREAS, a backflow prevention device is a mechanism that prevents backflow, and must be inspected periodically to ensure it functions properly; and

WHEREAS, City Council has determined that the City or its contractor should conduct single-family residential backflow prevention device testing and maintenance and recoup the costs by imposing a monthly charge; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council hereby amends Chapter 74, Article VIII, Section 74-249 of the Code of Ordinances, City of Port Orange, Florida to read as follows:

Article VIII. – CROSS CONNECTION CONTROL

Sec. 74-249. – Maintenance, testing and inspection of backflow prevention devices.

- (a) Each property owner and customer required to have a backflow prevention device shall be responsible for having the device inspected and tested annually by a certified backflow prevention device tester, with the customer and owner jointly and severally responsible for paying the cost of inspection and testing of all backflow prevention devices installed on the property. Backflow prevention devices on domestic or irrigation water lines may only be inspected by a licensed plumbing contractor or a certified backflow inspector working under the direct supervision of a licensed plumbing contractor. Backflow prevention devices on fire protection systems may only be inspected and tested by a certified fire protection contractor I, II or IV, pursuant to F.S. § 633.216 ~~633.521~~.
- (b) Any such backflow device tester shall have attended and successfully completed one or more of the following certification programs: ~~the Training, Research and Education for Environmental Occupations (TREEO) certification program for backflow prevention device testers, at the University of Florida, the American Water Works Association Certification program, Florida Water and Pollution Control Operators Association Backflow Tester Certification, or the Division of the State Fire Marshal Bureau of Standards and Training Certified Fire Service Backflow Testing Program, or other appropriate and equivalent programs as determined by the city manager or his designee,~~ and shall keep current and keep on file with the public utilities department a copy of such certificate.
- (c) Each owner and customer shall be jointly and severally responsible for the inspection and maintenance of their own backflow prevention device(s), shall file each year with the city manager or his designee a statement or test certification from a certified tester that each device has been inspected and that it is working properly, except as otherwise provided in subsection (d) below. Such statement shall be filed no later than one year from the date of filing the previous statement. In the event the property owner and customer fail to comply with this section, the public utilities director shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of the premises from the city water system until such time as the required statement or

test certification is provided. If a statement or test certification is not received from the owner or the customer on or before the required date, a notice will be sent to the owner and the customer by the city allowing a reasonable time for the inspection and test certification of the device to be completed. If no inspection or service documentation has been received by the city from the owner or the customer after the time set for such inspection and testing, the city shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of service to the premises from the city water system until such time as an inspection or test certification is properly filed.

- (d) For single-family residential structures, the city or its contractor shall test those required backflow prevention devices which are located within a utility easement or public right-of-way on an annual basis in accordance with the City's Cross Connection Control Manual, and shall repair or replace those backflow prevention devices, as needed. The City shall retain all test certifications for each device in accordance with the appropriate retention schedule for public records. A monthly charge, as established by resolution of city council, shall be imposed on each customer with a single-family residence so served to cover the costs of inspection, repair and replacement of the required backflow prevention device.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. 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.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of , 2017

Passed and adopted on second and final reading on the day of , 2017.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (G23) Resolution No. 17-31 - Naming of the Old Police Department

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-31 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Council expressed a general consensus at the workshop held on June 27, 2017 to rename the old PD as The Annex, and to include recognition of Senator Dorothy L. Hukill. The following is the suggested name for the building that meets the direction of the council:

" Dorothy L. Hukill City Center Annex"

As you are aware this building is currently being designed to accommodate offices for Public Utilities, Parks & Recreation, and PAL, as well records storage for the City Clerk.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-31	Reso. No. 17-31.pdf
2.	Florida Senator Dorothy Hukill Photo	Florida Senator Dorothy Hukill Photo.jpg

Susan Lovallo
Susan Lovallo
Jake Johansson
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 06/27/2017
Approved - 07/03/2017
Approved - 07/03/2017
Approved - 07/05/2017
Approved - 07/05/2017
Final Approval - 07/05/2017

RESOLUTION NO. 17-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; NAMING THE FORMER POLICE DEPARTMENT BUILDING, LOCATED AT 1395 DUNLAWTON AVENUE IN HONOR OF STATE SENATOR DOROTHY L. HUKILL, FORMER CITY OF PORT ORANGE MAYOR AND COUNCILMEMBER; PROVIDING THAT THE BUILDING BE NAMED THE "DOROTHY L. HUKILL CITY CENTER ANNEX"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the former police station is undergoing renovations and will be used for administrative offices and records storage; and

WHEREAS, a name for the building is needed in order to properly identify the location for city employees and members of the public; and

WHEREAS, Dorothy L. Hukill served on the City Council as Vice Mayor from 1998-2000, and Mayor from 2000-2004; and

WHEREAS, Dorothy L. Hukill continued her public services as a State Representative from 2004-2012; and

WHEREAS, Dorothy L. Hukill was elected to the State Senate in 2012 and continues to serve the public as a State Senator; and

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 names former police station, located at 1395 Dunlawton Avenue, the “Dorothy L. Hukill City Center Annex” in honor of former Mayor, Councilmember, State Representative, and current State Senator, Dorothy L. Hukill.

Section 2. 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 the 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 3. This resolution shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Deputy City Attorney





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (G24) FY18 Budget Presentation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: Current economic trends and requests for positions across all City departments and funds will serve as the backdrop for a presentation focused on the General Fund.

At this meeting, Council will be asked to provide guidance on the maximum millage rate for FY18, and set the public hearing dates for the tentative and final adoption of the FY18 budget.

On July 25, 2017, Council will be required to formally set the maximum millage rate for FY18.

The City is obligated to provide the maximum millage rate and public hearing dates for FY18 no later than August 1, 2017 to the Volusia County Property Appraiser.

Project No.: Funding Account No.:

ATTACHMENTS:

Tracey Riehm	Created/Initiated - 07/07/2017
Tracey Riehm	Approved - 07/07/2017
Jake Johansson	Approved - 07/07/2017
Robin Fenwick	Final Approval - 07/07/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (H26a) Medical Marijuana Dispensaries

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: A law regulating medical marijuana, passed by the Florida Legislature during a special session and signed by Gov. Rick Scott shortly thereafter allows cities to decide whether to allow Medical marijuana dispensaries in cities. If they are approved the city must consider them as equals of regular drugstores. Moreover, if a city allows regular drugstores to remain open 24 hours a day, it must then allow medical-marijuana dispensaries to be open for business around the clock. The law also sets a minimum 500-foot separation distance between a medical-marijuana dispensary and an elementary or secondary school, but there is no mention of a required distance between a dispensary and a church or other facilities.

Medical-marijuana products allowed under the bill include pills, oils and “edibles,” but marijuana for smoking is forbidden. The edibles may not be made in such a way as to be attractive to children.

The memorandum prepared by the Deputy City Attorney is attached for your reference. The city has an option to allow Medical Marijuana Dispensaries in accordance with our current zoning or to completely ban them from the city. The City Manager and City Attorney are seeking Council guidance to determine whether ordinances have to be adjusted.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Deputy City Attorney Memorandum	CC Medical Marijuana Memo 6.27.17.pdf
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Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 07/03/2017
Approved - 07/03/2017
Final Approval - 07/05/2017



Office of the City Attorney

1000 City Center Circle

Port Orange, FL 32129

Matthew J. Jones

Deputy City Attorney/

Police Legal Advisor

mjones@port-orange.org

Telephone: (386) 506-5525

Facsimile: (386) 506-5530

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Matthew J. Jones, Esq. 

DATE: June 27, 2017

RE: **New Medical Marijuana Legislation**

During the recently ended Special Legislative Session, the Florida Legislature enacted legislation (signed into law by the Governor on June 23, 2017) to implement the Constitutional Amendment passed by Florida voters in the 2016 General Election regarding the legalization of medical marijuana.

I have attached a summary of the legislative bill (SB 8-A). The Senate document is a very good summary of the issue.

From a local government perspective, the following are the most important points arising from the legislation:

1. The legislation preempts the regulation of cultivation and processing of marijuana to the State. That is, local governments may exercise no authority as to such matters.
2. The legislation allows local governments to ban medical marijuana treatment center (MMTC) dispensing facilities. However, if a local government elects to not ban MMTC dispensing facilities it may not place any restrictions on the number of MMTC dispensing facilities allowed within its jurisdictional limits and may not adopt any regulations for MMTC dispensing facilities that are more restrictive than its ordinances regulating pharmacies.

The zoning regulations related to medical marijuana uses adopted by City Council on October 6, 2015 (Ordinance No. 2015-34) are now unenforceable, as the State Legislature has preempted the field of regulation for the cultivation and processing of marijuana, and expressly limited the City's ability to regulate MMTC dispensing facilities.

Thus, the fundamental issue for the Council to decide will be to either ban or not ban MMTC dispensing facilities.

Please let me know if you have any questions or concerns.

THE FLORIDA SENATE
2017A SUMMARY OF LEGISLATION PASSED
Committee on Health Policy

SB 8-A — Medical Use of Marijuana

by Senators Bradley and Young

The bill implements the provisions of Art. X, s. 29, of the State Constitution. The bill builds on the existing compassionate use of low-THC and medical cannabis program with additional provisions to implement the Constitutional Amendment passed by Florida voters in the 2016 General Election.

Provisions in the bill relating to patients:

- Exempt marijuana and marijuana delivery devices from sales and use tax that would otherwise be imposed under ch. 212, F.S.
- Establish procedures for physicians to issue physician certifications to patients who have qualifying medical conditions. The bill includes all debilitating medical conditions listed in the State Constitution as a qualifying medical condition: cancer, epilepsy, glaucoma, HIV, AIDS, PTSD, ALS, Crohn's disease, Parkinson's disease, multiple sclerosis, or other debilitating medical condition of the same kind or class as or comparable to those enumerated. The bill also includes as a qualifying medical condition:
 - Chronic nonmalignant pain, which is defined as pain that is caused by or that originates from a qualifying medical condition and persists beyond the usual course of the qualifying medical condition.
 - A terminal condition.
- Eliminate the 90-day waiting period before the qualified physician may register a patient as qualified to receive low-THC cannabis or medical marijuana.
- Ensure that qualified patients can receive low-THC cannabis as well as full-THC marijuana.
- Allow marijuana edibles and vaping, but prohibit the smoking of marijuana.
- Establish residency requirements for patients to be issued a Medical Marijuana Use Registry Identification Card (ID card). The bill specifies documentation that must be provided to document residency, including documentation required for a seasonal resident.
- Grandfather in existing patients from the low-THC and "right to try" programs registered in the compassionate use registry so that they may continue receiving their medication ordered through those programs.

Provisions in the bill relating to caregivers:

- Establish qualifications to become a caregiver, which include:
 - Being at least 21 years of age and a resident of this state.
 - Agreeing in writing to assist the qualified patient and serve as the patient's caregiver.
 - Passing a 2-hour caregiver course that is administered by the Department of Health (DOH).
 - Passing a background screening unless the patient is a close relative of the caregiver.
- Limit the number of caregivers each patient may have and the number of patients each caregiver may assist.

- Require a caregiver to be registered on the medical marijuana use registry and possess a caregiver identification card. The caregiver must be in immediate possession of his or her medical marijuana use registry ID card when in possession of marijuana or a marijuana delivery device and present the ID card upon the request of a law enforcement officer.
- Require a caregiver to purchase or administer marijuana for medical use by a qualified patient who is younger than 18 years of age.
- Prohibit a caregiver from receiving compensation, other than the actual expenses incurred, for any services provided to the qualified patient.

Provisions in the bill relating to qualified physicians and physician certifications:

- Require a physician to complete a 2-hour course and examination relating to the requirements of this law for approval as a qualified physician. A qualified physician must also comply with a 2-hour continuing education requirement for licensure renewal.
- Prohibit a qualified physician from being employed by, or having a direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.
- Establish standards for a qualified physician to issue a physician certification to include:
 - Conducting a physical examination while physically present in the same room as the patient and a full assessment of the patient's medical history.
 - Diagnosing the patient with at least one qualifying medical condition.
 - Determining, and documenting in the patient's medical record, that the medical use of marijuana would likely outweigh the potential health risks for the patient. If a patient is younger than 18, a second physician must concur with this determination and this determination must be documented in the patient's medical record.
 - Determining, and documenting in the patient's medical record, whether the patient is pregnant. A physician may issue a physician certification for low-THC cannabis only, to a patient who is pregnant.
 - Reviewing the patient's controlled drug prescription history in the prescription drug monitoring program database.
 - Reviewing the medical marijuana use registry to confirm that the patient does not have an active physician certification from another qualified physician.
 - Registering as the issuer of the physician certification for the named qualified patient on the medical marijuana use registry.
 - Updating the registry with specified relevant information concerning the physician's certification for the patient's medical use of marijuana.
- Limit certifications to no more than three 70-day supply limits of marijuana.
- Require a qualified physician to evaluate an existing qualified patient at least once every 30 weeks before issuing a new physician certification for that patient.

Provisions in the bill relating to Medical Marijuana Treatment Centers (MMTCs):

- Require the DOH to license the seven existing dispensing organizations as MMTCs. These MMTCs may begin dispensing marijuana pursuant to this law on July 3, 2017.
- Require the DOH to license as MMTCs 10 applicants by October 3, 2017.

- The first group of licensees, which are to be licensed as MMTCs by August 1, 2017, include applicants that submitted an application under the compassionate use law in 2014, which was reviewed, evaluated, and scored by the DOH; which had an administrative or judicial challenge pending as of January 1, 2017, or had a final ranking within one point of the highest final ranking in its region; which meets the requirements of this law; and can document that it has the ability to begin cultivating marijuana within 30 days after registration as an MMTC.
- The next group of licenses must be licensed by October 3, 2017. These applicants must submit an application to be reviewed, evaluated, and scored for selection to be licensed as an MMTC. Within this group, one license must be awarded to an applicant that is a recognized class member of specified litigation and a member of the Black Farmers and Agriculturalists Association-Florida Chapter. All applicants must meet the requirements of this law. In the scoring of applications, the DOH is directed to give preference for up to two of these new licenses to applicants that demonstrate in their applications that they own and will use or convert a facility or facilities that are, or were, used for the processing of citrus fruit or citrus molasses for the processing of marijuana.
- Require the DOH to license four additional MMTCs within 6 months after the medical marijuana use registry contains 100,000 active qualified patients, and upon each additional 100,000 active qualified patient registrations.
- Limit MMTCs to 25 dispensing facilities statewide until the medical marijuana use registry contains 100,000 active qualified patients. When that occurs, an additional five dispensing facilities are authorized for each licensed MMTC.
 - Upon each additional 100,000 active qualified patient registrations, an additional five dispensing facilities are authorized for each licensed MMTC.
 - The bill also requires each MMTC to locate its authorized dispensing facilities within five regions statewide according to county population estimates for the counties within each region.
 - An MMTC that chooses not to establish a dispensing facility within a region as authorized, may sell that regional slot to another MMTC.
 - These limitations on dispensing facilities expire on April 1, 2020.
- Detail requirements for MMTC applicants and standards that each MMTC must meet to obtain and maintain licensure; including a diversity plan that promotes and ensures the involvement of minority persons, minority business enterprises, or veteran business enterprises.
- Authorize alternate forms of assets to satisfy the performance bond requirements.
- Require an MMTC to perform all functions of cultivating, processing, transporting, and dispensing marijuana for medical use; including ensuring that low-THC is available for the medical use of qualified patients.
- Require MMTC processing facilities to pass a Food Safety Good Manufacturing Practices inspection by a nationally recognized certifying body.
- Require laboratory testing of MMTC products and create a certification program for medical marijuana testing laboratories.

- Establish standards for advertising and requirements for a professional appearance and operation of dispensing facilities.
- Require background screening of MMTC owners, officers, board members, managers, and employees, and of medical marijuana testing laboratory owners and managers.
- Authorize a change of ownership for an MMTC under specified parameters and prohibit ownership in multiple MMTCs or certain profit-sharing arrangements.
- Preempt the regulation of cultivation and processing of marijuana to the state.
- Authorize local governments to ban MMTC dispensing facilities within their borders. However, if a local government does not ban dispensing facilities, it may not place any restrictions on the number of dispensing facilities allowed within its jurisdiction. Also, it may not adopt any regulations or fees for dispensing facilities that are more restrictive than its ordinances regulating pharmacies.

Additional provisions in the bill:

- Establish administrative, disciplinary, or criminal penalties for prohibited acts by physicians, patients, caregivers, MMTCs, medical marijuana testing laboratories, and other persons. These prohibited acts include, but are not limited to:
 - A qualified patient or caregiver cultivating marijuana or acquiring marijuana from anyone other than an MMTC.
 - A qualified patient or caregiver in possession of marijuana or a marijuana delivery device who fails or refuses to present his or her marijuana use registry identification card upon the request of a law enforcement officer. However the bill includes certain mitigating actions that may enable a patient or caregiver to avoid prosecution.
 - An MMTC providing kickbacks to a qualified physician.
 - Unlicensed activity.
 - Counterfeiting marijuana or a marijuana delivery device purporting it to be from a licensed MMTC.
 - Possessing or making a counterfeit or otherwise unlawfully issued medical marijuana use registry identification card.
- Authorize the DOH to pursue certain enforcement action for violations of this law.
- Specify that this act does not limit an employer's ability regarding a drug-free workplace program or policy, does not require an employer to accommodate the medical use of marijuana in the workplace or an employee working while under the influence of marijuana, does not create a cause of action against an employer for wrongful discharge or discrimination, and that marijuana is not reimbursable under ch. 440, F.S., relating to workers' compensation.
- Require the DOH and the Department of Highway Safety and Motor Vehicles to establish public educational campaigns related to the medical use of marijuana.
- Require the Department of Law Enforcement to develop initial training and continuing education for law enforcement agencies relating to activities governed by this law and criminal laws governing marijuana.
- Create the Coalition for Medicinal Cannabis Research and Education (Coalition) to conduct rigorous scientific research, provide education, disseminate research, and to

guide policy development for the adoption of a statewide policy on ordering and dosing practices for the medicinal use of cannabis.

- Include rulemaking and other provisions to aid the DOH in adopting rules and implementing the provisions of Amendment 2 within the time frame specified in the amendment.
- Require each district school board to adopt a policy and procedure for allowing a student who is a qualified patient to use marijuana obtained pursuant to this law.
- Rename the Office of Compassionate Use in the DOH, the Office of Medical Marijuana Use.
- Rename the compassionate use registry, the medical marijuana use registry.
- Provide a severability clause so that if any provision of the act or its application is held invalid, the invalidity does not affect other provisions or applications which can still be given effect.
- Include appropriations for the state 2017-2018 fiscal year for the DOH, the education programs, and the Coalition.

If approved by the Governor, these provisions take effect upon becoming law.

Vote: Senate 29-6; House 103-9



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/18/2017

Consent item: No

SUBJECT: (H26b) Animal Cruelty Resolution

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Cities in Volusia County have seen an increase in animal cruelty cases that have made national headlines. Two years ago a lady from South Daytona (and North Carolina) posted a picture of a dog with its mouth in a duct tape muzzle. More recently Ponce Inlet had an incident where a man beat his dog to death in his home and back yard. Chiefs of Police in this state and some cities have promoted increased penalties for animal cruelty. As a response to the most recent Ponce Inlet animal cruelty violation cited above they have signed a resolution asking for increased penalties. Ponce Inlet has asked other cities in Volusia County to introduce a similar Resolution to urge State Legislators to increase animal cruelty penalties.

Port Orange has had 3 animal cruelty reports since late 2015. Chief Grimaldi supports increased penalties in line with the Ponce Inlet Resolution.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ponce Inlet Animal Cruelty Resolution	Res 2017-03 Animal Cruelty.pdf
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Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 07/03/2017
Approved - 07/03/2017
Final Approval - 07/05/2017

35 Mayor Smith, Seat #1 _____
36 Councilmember Perrone, Seat #2 _____
37 Vice-Mayor Hoss, Seat #3 _____
38 Councilmember Milano, Seat #4 _____
39 Councilmember Paritsky, Seat #5 _____

40 Passed this __ day of _____, 2017.

41 Town of Ponce Inlet, Florida
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43
44

45 _____
46 Gary L. Smith, Mayor

47 ATTEST:
48
49

50 _____
51 Jeaneen Witt, CMC
Town Manager/Town Clerk