



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 20, 2018

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. Invocation - Reverend Silas M'Mworia of Stewart Memorial UMC
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 6, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Amendment No. 1 to Addendum No. 9 of the Mead Hunt contract for site and subdivision inspection services
 - b. Approval of Extension of Contract Addendum No. 3 with KemperSports Management Company
 - c. Intent to award ITB 18-08 to B&H Door Group, LLC dba Overhead Door Company of Daytona for Replacement of Firehouse Overhead Doors
 - d. Intent to award ITB 18-09 to Odyssey Manufacturing Company for Water Reclamation Facility Chemical Tanks Removal and Replacement
8. Resolution No. 18-1 - Budget Appropriation
9. Dedication of right-of-way along the south side of Madeline Avenue, adjacent to 3500 Nova Road

10. Major Special Event Request - All Aboard Storage Go Make a Difference 5K Run/Walk located at the Clark Office Building, 5111 S Ridgewood Avenue.
11. Major Special Event Request - Bike Week 2018, The Last Resort Bar
12. Major Special Event Request - Bike Week 2018, The First Turn Steakhouse & Lounge
13. Major Special Event Request - Bike Week 2018, Hold Fast Tattoo
14. Request for Historic Tree Removal at 238 N Brighton Drive
15. Request for Historic Tree Removal at 351 Hearthstone Terrace
16. Request for Historic Tree Removal at 805 Banbury Drive

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

D. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO
19. Environmental Advisory Board Report

F. REGULAR AGENDA

20. First Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan
21. Resolution No. 18-3 - Requesting a Referendum for a half cent sales tax from Volusia County
22. Resolution No. 18-4 - Electronic Filing of Campaign Reports
23. Approval of Lease Agreement for Cypress Head Restaurant

G. COMMENTS

24. City Attorney Comments
25. City Manager Comments
 - a. City Manager Report on the Professional Services Contract with Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation

H. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports
 - a. ArtHaus
 - b. Port Orange/South Daytona Chamber of Commerce
 - c. Roundtable of Elected Officials

d. First Step Shelter

I. 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 1-800-955-8771.

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 6, 2018

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:38 p.m.

Pledge of Allegiance

Silent Invocation

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

There were none.

5. Agenda Approval

There were no changes to the agenda requested.

6. Approval of Minutes
 - a. January 16, 2018 - Regular City Council Meeting
 - b. January 23, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Lakeside Jazz Festival Temporary License Agreement
 - b. Award of ITB #18-04 to Roadscape North Florida, Inc. for Street Striping
8. Resolution No. 18-2 - Renaming the Segment of Summer Trees Road, north of Taylor Road, to "North Summer Trees Road"
9. Approval of Administrative Code Change

Motion to approve the Consent Agenda as presented was made by Councilman Bastian, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Robert Reinhausen, 1425 Dexter Drive N., addressed Council regarding the Rules of Procedure as to the pulling of agenda items from the Consent Agenda.

Susan Maenner, 5403 Cordgrass Bend Lane, addressed Council regarding her concerns relating to Waste Pro expenses. She believes trash should be picked up once a week rather than twice to save money. She also addressed growth issues within the City.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Council addressed the issues relating to traffic in the City and on Dunlawton Avenue, specifically.

Councilman Tramont reported on the first meeting with First Step. He asked the City Attorney to provide an opinion regarding the need for each City to have a safe zone.

Mayor Burnette thanked Staff for a great 2017. The State of the City Address was provided at Rotary and is running on pogTV.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the report for December 2017.

12. ERP (Enterprise Resource Planning) Project Update

Jane Davis, ERP Project Manager, provided an update of the ERP project including requirements and timelines. Council supports the project and thanked Ms. Davis for her work.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Parks & Recreation Advisory Board Report

Jack Wiles, Chairman, provided details of the most recent Parks & Recreation Advisory Board meeting, specifically the need for a community center. He asked Council for direction and thoughts regarding the community center. Mr. Johansson suggested a joint workshop with Council and the Board. Council would like to have it sooner rather than later: March workshop date of March 27, 2018 was agreed upon.

Mr. Reinhausen suggested using the Allen Green Community Center instead of building a new one. Mr. Johansson advised that all options are on the table for discussion.

14. Environmental Advisory Board Report

The Chairman was unable to attend and requested the item be continued. Council agreed. The City Clerk will coordinate with the Chairman.

PUBLIC HEARING

15. Port Orange Gateway Center

- a. Second Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001

Mayor Burnette read Ordinance No. 2017-34.

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-34 on second reading was made by Councilman Bastian, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

- b. Subdivision Replat for Lot 3 of the Port Orange Gateway Center, Case No. 17-50000003

Motion to approve Subdivision Replat for Lot 3 of the Port Orange Gateway Center Subdivision was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Penny Cruz, Planner, provided details of the request and the process.

Motion carried unanimously by roll call vote.

16. In Land We Trust

- a. Second Reading - Ordinance No. 2018-1 – In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan, Case No. 17-40000005

Mayor Burnette read Ordinance No. 2018-1.

ORDINANCE NO. 2018-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING IN LAND WE TRUST PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (MDA) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-1 on second reading was made by Councilman Ford, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

- b. Dedication of right-of-way for Yorktowne Boulevard

Motion to accept the Deed of Dedication, subject to legal review of executed dedication and legal description was made by Councilman Bastian, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

Mayor Burnette read Ordinance No. 2018-2.

ORDINANCE NO. 2018-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; EXTENDING THE EXISTING MORATORIUM ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OF

WIRELESS FACILITIES, COMMUNICATION TOWERS, WIRELESS SUPPORT STRUCTURES, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT OF WIRELESS SERVICES WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE EXTENSION; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-2 on second reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

COMMENTS

18. City Attorney Comments

There were none.

19. City Manager Comments

Mr. Johansson asked for permission to apply for a SJRWMD cost-share funding grant. The due date is February 15, 2018. Council will have another opportunity to review the grant prior to accepting the grant.

Motion to approve submittal of the application was made by Councilman Tramont, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote after no public comments.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. River to Sea TPO - Councilman Bastian was unable to attend due to illness.
- b. General Employees' Pension Plan - Vice Mayor Stiltner said the plan is doing well as of the last meeting.
- c. Volusia County School Board Oversight Committee - Mayor Burnette reported on their annual meeting. They discussed school capacity limits. Five of the 6 elementary schools in Port Orange are over capacity; both middle schools are over; and one of the high schools is over and the other is close.

Vice Mayor Stiltner advised Council that the Teachers of the Year who received the City's Proclamation were very appreciative and he would like to invite them to a Council meeting to receive it next year.

ADJOURNMENT - 7:59 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Amendment No. 1 to Addendum No. 9 of the Mead Hunt contract for site and subdivision inspection services

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Addendum No. 9 for the Mead Hunt contract for site and subdivision inspection services in the amount as budgeted; to authorize the city manager to execute renewals; and to authorize the City Clerk and Mayor to sign and execute the associated contract documents.

SUMMARY: The City has an existing continuing services contract with Mead Hunt for Site and Subdivision inspection services. The City employs one full time site inspector to inspect private development projects under construction. This position is currently vacant due to a recent staff promotion to another department within the City. Until the position is filled, the inspector from Mead Hunt has shifted from part time to full time.

The cost for this service on a part time basis (20 hours a week) has averaged \$5,000/month. We expect the amount to average \$10,000/month on a full time basis. Staff has estimated the costs to increase by \$30,000.

Currently, there are 14 active construction sites. Depending on the nature of the construction activity, the inspector spends 30 minutes to as much as 4 hours each day at a site. Even with our open position filled, we anticipate needing Mead Hunt's services on a part time basis. The cost to employ a full time City employee and the cost to fund this contract with Mead Hunt are offset by the site inspection fees collected from developers. A total of \$160,520 in site and subdivision inspection fees have been collected in the current fiscal year at the time of this report.

Funding for this was budgeted in the Community Development Engineering line for Professional Services for FY18. A balance of \$31,983 in the budget line will be used for this purpose.

The contract with Mead Hunt is eligible for two renewals for one year each beginning in October of 2018. The city manager will re-evaluate the rates for the services prior to any renewal. This Amendment No. 1 authorizes renewals by the city manager based on budgeted funding for this line item.

Project No.: N/A Funding Account No.: 01-1903-515-31-13

ATTACHMENTS:

1.	Addendum No 9	Addendum No 9.pdf
2.	Amendment 1 to Addendum No 9	Amendment 1 to Addendum No 9.pdf
3.	PO 073266 (old) ref CA4619	PO 073266 Mead Hunt Site and Subd Inspections.pdf
4.	PO 073266 ref CA3480	PO 073266.pdf

Margaret Tomlinson	Created/Initiated - 02/01/2018
Tim Burman	Approved - 02/01/2018
Tracey Riehm	Approved - 02/07/2018
Margaret Roberts	Approved - 02/07/2018
Jake Johansson	Approved - 02/08/2018
Robin Fenwick	Final Approval - 02/08/2018

CONTRACT ADDENDUM NO. 9

Standard Contract for Services dated October 1, 2013

Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Contract Addendum is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide Construction Inspection Services, which shall include site and subdivision inspections (paving, grading, drainage, landscaping and utilities) for City wide projects.
3. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in the Contract subject to a limit up to but not to exceed Twenty Thousand, Eight Hundred and 00/100 Dollars (\$20,800.00). The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Addendum for the purposes herein expressed on the dates set forth below.

Witnesses:

CITY OF PORT ORANGE


Printed Name: Barbara J. Abbate

By: 
Donald O. Burnette, Mayor


Printed Name: Heather Carrizales

Attest: 
Robin L. Fenwick, CMC, City Clerk

Date: 4/18/17

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Bernadette Fox

Printed Name: *Bernadette Fox*

By: *[Signature]*

Brad T. Biala, President

Tatiana Pissin

Printed Name: *Tatiana Pissin*

Date: *4/18/17*

[CA 3480]

**AMENDMENT NO. 1
TO CONTRACT ADDENDUM NO. 9 DATED APRIL 18, 2017
FOR STANDARD CONTRACT FOR SERVICES DATED OCTOBER 1, 2013**

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, Inc.**, a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 ("Contractor"). The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 1st day of October 2013, the Parties entered into a Standard Contract for Services (the "Contract") for Professional Construction Inspection Services, Environmental Services, and Debris Monitoring Services, pursuant to Request for Statement of Qualifications No. 12-36 ("RFSQ 12-36"); and

WHEREAS, the Contract provides for a term commencing on October 1, 2013 and continuing until September 30, 2018, with two (2) optional one-year renewals upon written approval by the Parties and subject to appropriation by the Port Orange City Council; and

WHEREAS, on the 18th day of April 2017, the Parties entered into Contract Addendum No. 9 ("Addendum") for Construction Inspection Services, which includes site and subdivision inspections (paving, grading, drainage, landscaping and utilities) for City wide projects, at the unit prices set forth in the Contract subject to an amount not to exceed \$20,800.00; and

WHEREAS, the Parties desire to amend the Addendum as the demand for additional inspections and staff vacancies requires an increase from \$20,800.00, to compensate the Contractor at the unit prices as set forth in the rates and fee schedules attached to the Contract as Exhibit "3," limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year; and

WHEREAS, the City Council has authorized the City Manager to approve renewals of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Addendum paragraph 3 is hereby amended to read as follows: In return for the services identified above, the City agrees to compensate the Contractor at the unit prices set forth in the rates and fee schedules attached to the Contract as Exhibit "3," limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year.

2. Counterparts. This Amendment 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 Amendment 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 Amendment.

3. All other terms and conditions of the Contract shall remain in full force and effect.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____

Printed Name: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of _____, a Wisconsin 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 _____, 2018, 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 _____, 2018, 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:



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073266

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	12/18/17
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138734

VENDOR:

MEAD & HUNT, INC
MEAD & HUNT, INC
2440 DEMING WAY
MIDDLETON

WI 53578

(608)273-6380

SHIP TO:

CITY OF PORT ORANGE
COMMUNITY DEVELOPMENT
CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

VENDOR #:		259730		DATE NEEDED:	12/20/17	FOB:	
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST	
1	25000	BLK	SITE/SUBDIVISION INSPECTIONS CONTRACT #: CA4619	0119035153113	1.00	25000.00	
REMARKS						TOTAL	25000.00
SITE/SUBDIVISION INSPECTIONS							

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

12/18/17

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073266

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

CHANGE DATE: 2/05/18 CHG. NO.: 1

DATE:	12/18/17
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138734

VENDOR:

MEAD & HUNT, INC
MEAD & HUNT, INC
2440 DEMING WAY
MIDDLETON

WI 53578

(608) 273-6380

SHIP TO:

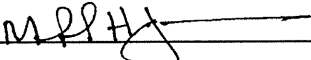
CITY OF PORT ORANGE
COMMUNITY DEVELOPMENT
CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

ENDOR #:		DATE NEEDED:		FOB:	
259730		12/20/17			
QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
125000	BLK	***** * * CHANGE ORDER * *****	0119035153113	1.00	25000.00
SITE/SUBDIVISION INSPECTIONS CONTRACT #: CA3480					
REMARKS				TOTAL	25000.00
SITE/SUBDIVISION INSPECTIONS					

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

DATE

< 

12/18/17

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (B7b) Approval of Extension of Contract Addendum No. 3 with KemperSports Management Company

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the Extension of Contract Addendum No. 3 with Kemper Sports.

SUMMARY: Kemper has been managing food and beverage at Cypress Head while the city conducted the RFP process for a new restaurateur. The new tenant will need to time to get their operation set, therefore staff is requesting extending our food and beverage contract addendum with Kemper until March 31, 2018. The City Manager will be authorized to terminate the services of Kemper sooner in the event that the new tenant gets up and running before the expiration of this extension.

Staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Extension to Contract Addendum No. 3	Cypress Head ext 033118.pdf
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Susan Lovallo	Created/Initiated - 02/01/2018
Susan Lovallo	Approved - 02/01/2018
Matthew Jones	Approved - 02/07/2018
Tracey Riehm	Approved - 02/08/2018
Jake Johansson	Approved - 02/08/2018
Robin Fenwick	Final Approval - 02/08/2018

**EXTENSION OF CONTRACT ADDENDUM NO. 3 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Extension of Contract Addendum No. 3 (hereinafter referred to as the "Extension") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the Agreement originally provided for the Contractor to provide the food and beverage ("F&B") management services at the Cypress Head Golf Course; however, the Parties agreed to amend the Agreement by entering into Contract Addendum No. 2 to Agreement for Golf Course Management Services which reduced the fixed management fee paid to the Contractor by twenty-four percent (24%), and permitted the City to engage a professional restaurateur; and

WHEREAS, on August 29, 2017, the Parties entered into Contract Addendum No. 3, and the Contractor resumed F&B management services, as described in the Agreement, at a reduced fee, until such time the City could engage a new restaurateur through a competitive solicitation; and

WHEREAS, the Parties now desire to extend the term of Contract Addendum No. 3 to provide the City with additional time to secure a new restaurateur.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. The term of the Contract Addendum No. 3 is hereby extended and shall continue until March 31, 2018, except as otherwise earlier terminated as provided herein (the "Contract Addendum Term").
2. The City Manager shall have the option, at his sole discretion, to terminate the F&B management services provided by the Contractor upon ten (10) days written notice to the Contractor. Upon termination, the City shall pay the Contractor in accordance with this Contract Addendum for any F&B management services provided up to the date of termination; thereafter, the Contractor's fixed management fee shall be reduced by fifteen percent (15%), and the Contractor shall no longer be responsible for F&B management services. However, upon termination or expiration of this Contract Addendum, the Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. Except as otherwise expressly modified herein, the provisions of the Agreement and Contract Addendum No. 3 shall remain in full force and effect.
4. This Extension 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 Extension 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 Extension.

5. Each person signing this Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:


Printed Name: Tracy Tobin


Printed Name: MARGARET LINKE

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.


By: _____
Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Date: 2/15/18

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
M. H. Johansson, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

[CA #6163]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B7c) Intent to award ITB 18-08 to B&H Door Group, LLC dba Overhead Door Company of Daytona for Replacement of Firehouse Overhead Doors

DEPARTMENT: Public Works

GOAL: 1 - Public Safety

RECOMMENDED MOTION:

Move to approve bid award ITB 18-08 Replacement of Firehouse Overhead Doors to B&H Door Group, LLC dba Overhead Door Company of Daytona Beach in the amount of \$74,520 and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

Fire Station 73 overhead bay doors are in need of replacement to maintain access to and from the station. There are 6 doors that provide entrance/exit into the fire truck bay area. The doors are non-impact rated doors/glass, which means they do not meet hurricane codes. The current doors are equipped with hurricane fabric which must be manually opened and closed during severe storms/hurricanes. These are the original doors and are in excess of 30 years old. Funding for the replacement of the doors with impact rated doors/glass was approved by council in the FY18 budget.

The Purchasing Department issued a bid request for the replacement of Firehouse Overhead Doors. This invitation to bid was issued for the removal and replacement of six (6) overhead sectional doors and door operators, to include new tracks operators and incidental hardware as described in the bid ITB 18-08 specifications.

On January 19, 2018, the Purchasing Department received three (3) bid responses:

B&H Door Group, LLC dba	
Overhead Door Company of Daytona Beach	\$74,520.00
Jam 520 Inc	\$94,398.00
Florida Door Solutions	\$79,993.62

After a thorough review of the bids, Overhead Door Company of Daytona Beach was the lowest and best responsive bid.

Project No.: OBM010
OBM010

Funding Account No.: 001 3100 522 6397
506 4200 539 6397

ATTACHMENTS:

1.	B&H Door Group LLC dba Overhead	B&H Door Group LLC dba Overhead
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	Door Company of Daytona Beach Standard Contract for Services with City of Port Orange	Door Company of Daytona Beach Standard Contract for Services with City of Port Orange.pdf
2.	Department Justification Memo	Department Justification Memo.pdf
3.	ITB 18-08 Overhead Door Daytona Response (1.25.18)	ITB 18-08 Overhead Door Daytona Response (1.25.18).pdf
4.	ITB# 18-08 TABULATION (01-25-18)	ITB# 18-08 TABULATION (01-25-18).pdf
5.	ITB 18-08 COPO Bid Doc	ITB 18-08 COPO Bid Doc.pdf
6.	Itb 18-08 Addm No 1	Itb 18-08 Addm No 1.pdf
7.	ITB 18-08 Florida Door Solutions Response 1.25.18	ITB 18-08 Florida Door Solutions Response 1.25.18.pdf
8.	Jam 520 Inc. Response(1.25.18)	Jam 520 Inc. Response(1.25.18).pdf
9.	ITB 18-08 Intent to Award	18-08 INTENT TO AWARD (1-26-18).pdf

Julia Wiggins	Created/Initiated - 02/01/2018
Ken Fustin	Approved - 02/01/2018
Ronny Buttrum	Approved - 02/01/2018
Lynn Stevens	Approved - 02/01/2018
James Tillman	Approved - 02/01/2018
Tracey Riehm	Approved - 02/08/2018
Margaret Roberts	Approved - 02/09/2018
Jake Johansson	Approved - 02/12/2018
Robin Fenwick	Final Approval - 02/13/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, 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 **B&H DOOR GROUP, LLC d/b/a OVERHEAD DOOR COMPANY OF DAYTONA BEACH** ("Contractor"), a Florida limited liability corporation whose principal address is 219 Fentress Boulevard, Daytona Beach, Florida 32114. 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 the removal and replacement of six (6) overhead sectional doors and door operators, at Fire Station No. 73 located at 1090 City Center Boulevard, which shall include new tracks, operators, and incidental hardware, and as further described in the scope of work in Invitation to Bid No. 18-08 ("ITB 18-08"), Addendum No. 1, and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-08 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 February 20, 2018. Work shall be substantially completed within 80 calendar days from issuance of a Notice to Proceed, and final completion 30 days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1" and 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, 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 written 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 total base bid price as set forth in Exhibit "1," in an amount not to exceed Seventy-Four Thousand Five Hundred Twenty and 00/100 Dollars (\$74,520.00). 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 Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. 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.
☒	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	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		



Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination

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. 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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: B&H Door Group, LLC d/b/a Overhead Door Company of Daytona Beach
Attention: Jeffrey M. Hawk, President
219 Fentress Boulevard
Daytona Beach, Florida 32114
(386) 226-3849 – Telephone
(386) 226-3820 – Facsimile
Jeff@OverheadDoorDaytona.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:

B&H DOOR GROUP, LLC
d/b/a OVERHEAD DOOR COMPANY OF DAYTONA BEACH

Printed Name: _____

By: _____

Jeffrey M. Hawk, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jeffrey M. Hawk, as President of B&H Door Group, LLC d/b/a Overhead Door Company of Daytona Beach, 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 _____, 2018, 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 _____, 2018, 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 18-08 SCHEDULE OF UNIT PRICING

BID FORM



**CITY OF PORT ORANGE
REPLACEMENT OF FIREHOUSE OVERHEAD DOORS**

ITB# 18-08

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:

Overhead Door Company of
Daytona

CONTACT PERSON:

Beach
Jeff Hawk

EMAIL ADDRESS:

Jeff
@overheaddoordaytona.com

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH DOOR	EXTENDED PRICE
1	6	Provide all labor, materials and equipment to remove and replace the overhead doors in accordance with the specifications.	\$ -	\$ 74,520 -
TOTAL BASE BID				\$ 74,520.00 -
Please indicate miles vendors facility is from Fire Station No. 73.				8 miles
Please indicate vendors response time				4-6 hours
Manufacturer				Overhead Door Corp
Model No 521 Series Aluminum Doors or equivalent				521 as specified
Shall warranty the above equipment for Parts, Labor and Travel for				1 year

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Fire Station #73 1090 City Center Blvd, Port Orange, Florida.

Remove and Replace Six (6) overhead sectional doors and door operators, to include new tracks, operators, and incidental hardware.

SCOPE OF WORK:

1. Remove the six (6) overhead garage doors.
2. Remove the six (6) overhead door operators.
3. Remove associated hardware, door tracks, track supports and incidental items.
4. Replace the six (6) overhead doors, per the attached specifications to include new bronze framed impact glass doors with new hardware, tracks, operators and incidental hardware and related components.
5. Connect the new door operators to the existing electrical supply, for a complete and functional, "turn-key" complete system.

Basis of Design

Overhead Doors Modern Aluminum Collection Model 521 with polycarbonate clear glazing in all panels of all six (6) doors with impact rated wind option or equivalent.

Color: Medium Bronze or Dark Bronze with clear glazing to match existing overhead doors as close as possible.

Existing Doors are (+ -) 12'-2" W x (+ -) 14'1" H (It is the vendor's responsibility to measure and ensure proper add-on and take-offs of measurement.)

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.

[Remainder of this page left intentionally blank]

SPECIAL CONDITIONS:

1. Coordinate all work with personnel at Fire Station #73, so as to provide access to the fire trucks and associated apparatus at all times during the course of this contract.
2. Provide and submit product data and shop drawings to the facility manager for approval prior to ordering any material. Shop drawings will require the seal of a registered Florida engineer. Please provide samples of materials.
3. Submit all required plans, shop drawings and any other required documents to the City of Port Orange Building Department, to include the application for permit(s).
4. Secure and pay for the required permit(s) and associated fees.
5. Working hours: Monday to Friday, 7:00 a.m. to 5:00 p.m.
6. Non-Smoking Building: Smoking is not permitted within the building or within 25 feet (8M), of entrances, windows, or outdoor air intakes.
7. Use of Site: Limit use of project site to work in areas indicated.
8. Remove all debris generated by the work offsite and dispose of all materials at a licensed landfill or similar disposal site in conformance with all codes and ordinances.
9. The existing dumpster(s) are for the exclusive use of Fire Station #73. Personnel only, and are not to be used by the door contractor.
10. The existing overhead door operators shall be turned over to the City of Port Orange Building Maintenance Foreman. All other components are to be removed from the site by the door contractor.

**SECTIONAL OVERHEAD DOORS
521 SERIES ALUMINUM SECTIONAL OVERHEAD DOORS
CITY OF PORT ORANGE**

**FIRE STATION OVERHEAD DOORS
ALUMINUM & GLASS IMPACT RATED**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Glazed Aluminum Sectional Overhead Doors
- B. Electric Operators and Controls.
- C. Operating Hardware, tracks, and support.

1.2 RELATED SECTIONS

- A. Section 16130 - Raceway and Boxes: Empty conduit from control station to door operator.
- B. Section 16150 - Wiring Connections: Electrical service to door operator.

1.3 REFERENCES

- A. ANSI/DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Wind Loads: Design and size components to withstand loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with the applicable code.
 - 1. Design pressure of + 48 / - 54 PSF Florida Product Approval # FL- 17629 Drawing #411368.
- B. Wiring Connections: Requirements for electrical characteristics.
115 volts, single phase, 60 Hz.
- C. Single-Source Responsibility: Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from a source acceptable to the manufacturer of primary components.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Indicate plans and elevations including opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- D. Operation and Maintenance Data.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with similar documented experience.
- B. Installer Qualifications: Authorized representative of the manufacturer.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories, Inc. acceptable to the authority having jurisdiction as suitable for the purpose specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Protect materials from exposure to moisture until ready for installation.
- C. Store materials in a dry, ventilated weathertight location.

1.8 PROJECT CONDITIONS

- A. Pre-Installation Conference: Convene a pre-installation conference just prior to the commencement of field operations, to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

PART 2 PRODUCTS

2.1 MANUFACTURERS BASIS OF DESIGN

- A. Overhead Door Corporation. Substitutions: Based on meeting all design criteria established in this specification products from other manufacturers may be permitted.
- B. Substitutions: Based on meeting all design criteria established in this specification products from other manufacturers may be permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 GLAZED ALUMINUM SECTIONAL OVERHEAD DOORS

- A. Glazed Sectional Overhead Doors: 521 Series Aluminum Doors by Overhead Door Corporation.
- 1. Door Assembly: Stile and rail assembly secured with 1/4-inch (6 mm) diameter through rods.
 - A. Panel Thickness: 1-3/4 inches (44 mm).
 - B. Center Stile Width: 2-11/16 inches (68 mm).
 - C. End Stile Width: 3-5/16 inches (84 mm)
 - D. Intermediate Rail Pair Width: 3-11/16 inches (94 mm).
 - E. Top Rail Width- 3-3/4 inches (95 mm).
 - F. Bottom Rail Width: 4-1/2 inches (114 mm).
 - G. Aluminum Panels: 0.050 inch (1.3 mm) thick, aluminum.
 - H. Stiles and Rails: 6063 - T6 aluminum.
 - I. Springs: 25,000 cycles.
 - J. Glazing: .25-inch clear impact rated poly carbonate glazing (ALL SECTIONS).
- 2. Finish and Color: Medium or dark Bronze anodized finish.
- 3. Windload Design: Provide to meet the Design/Performance requirements specified.
- 4. Hardware: Galvanized steel hinges and fixtures. Ball bearing rollers hardened steel races
- 5. Lock: Interior galvanized single unit.
- 6. Weather-stripping:
 - A. Flexible bulb-type strip at bottom section.
 - B. Flexible Jamb seals.
 - C. Flexible Header seal.
- 7. Track: Provide track as recommended by the manufacturer to suit loading required and clearances available.

8. Electric Motor Operation: Provide UL listed electric operator, size, and type as recommended by the manufacturer to move the door in either direction at not less than 2/3 foot nor more than 1 foot per second. The Operator shall meet UL325/2010 requirements for continuous monitoring of safety devices.
- A. Entrapment Protection: Required for momentary contact, includes radio control operation.
 1. Pneumatic sensing edge up to 18 feet (5.5 m) wide. Constant contact only complying with UL 325/2010.
 2. Photoelectric sensors monitored to meet UL 325/2010.
- B. Operator Controls:
 1. Push-button operated control stations with open, close, and stop buttons.
 2. Surface mounting.
 3. Interior location.
- C. Special Operation:
 1. Radio control operation.
 2. Door timer operation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing.
- B. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- C. Verify electric power is available and of correct characteristics.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.
- B. Coordinate installation of adjacent work to ensure proper clearances and allow for maintenance.

- C. Anchor assembly to wall construction and building framing without distortion or stress.
- D. Securely brace door tracks suspended from the structure. Secure tracks to structural members only.
- E. Fit and align door assembly including hardware.
- F. Coordinate installation of electrical service. Complete power and control wiring from the disconnect to unit components.

3.4 CLEANING AND ADJUSTING

- A. Adjust door assembly to smooth operation and in full contact with weather-stripping.
- B. Clean doors, frames and glass.
- C. Remove temporary labels and visible markings.

3.5 PROTECTION

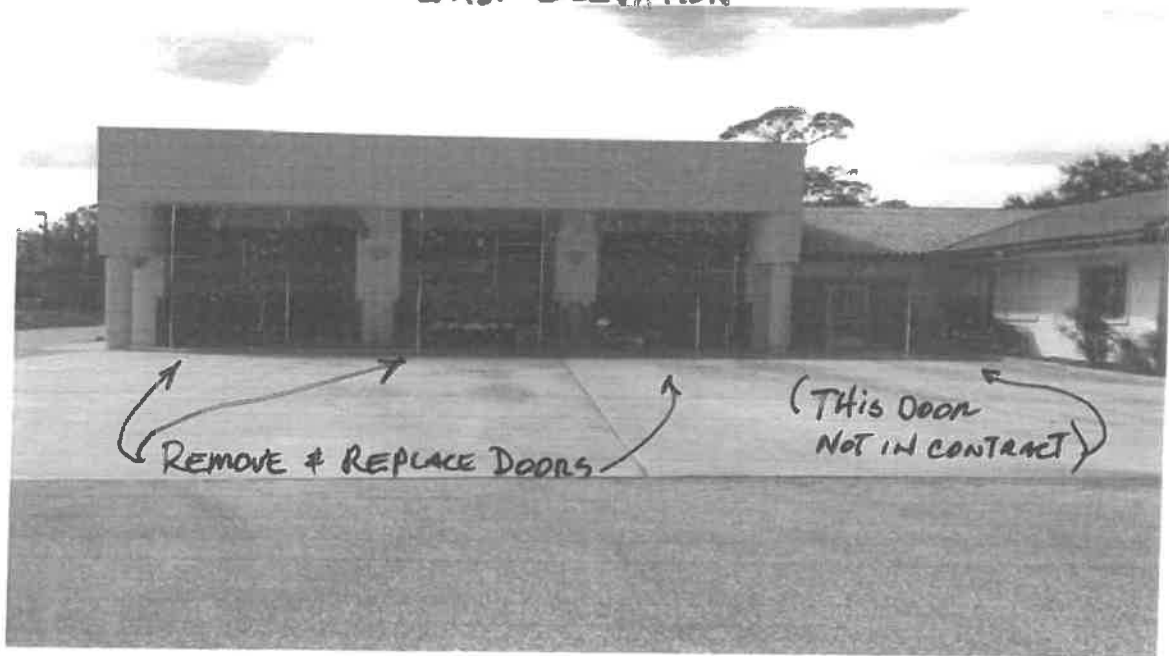
- A. Do not permit construction traffic through overhead door openings after adjustment and cleaning.
- B. Protect installed products until completion of the project.
- C. Touch-up, damaged coatings and finishes, and repair minor damage before Substantial Completion.

4 AWARD

- A. The successful bidder will be responsible for the preparations of plans and specifications in an acceptable format to obtain the necessary permit(s) from the Business Department-City of Port Orange.
- B. Fees for all permits are to be included in the total bid price.

FIRESTATION # 73, 1090 City Center Circle, P.O.

EAST ELEVATION



WEST ELEVATION

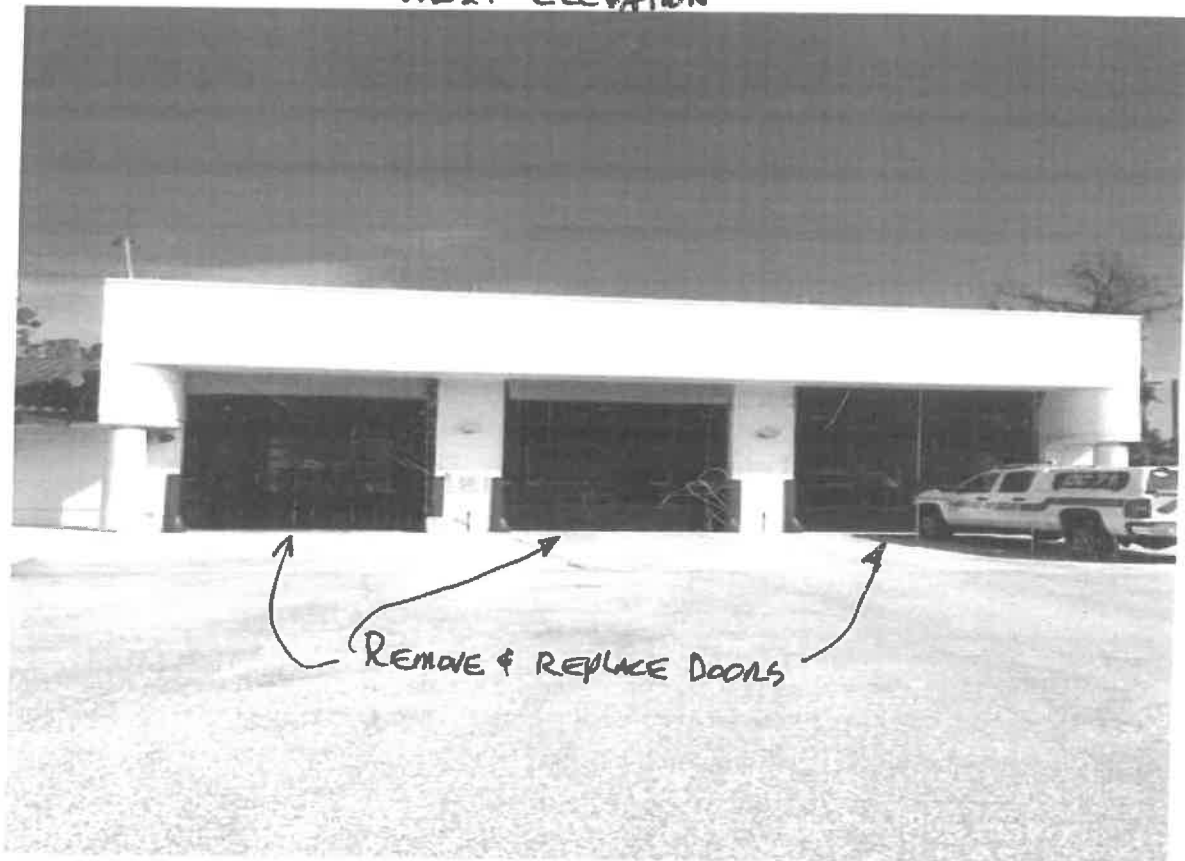


EXHIBIT “2”

Payment and Performance Bond

Consisting of 4 Pages

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: B&H Door Group, LLC d/b/a Overhead Door Company of Daytona Beach
Principal Business Address: 219 Fentress Boulevard
Daytona Beach, Florida 32114
Contact Person: Jeffrey M. Hawk, President
Phone Number: (386) 226-3849

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: \$74,520.00

City Case/ ITB 18-08
Project No.: OBM010

Description of Work: ITB 18-08 Replacement of Firehouse Overhead Doors

Project Location: 1090 City Center Boulevard, Port Orange, Volusia County, Florida

Legal Description: 1090 City Center Boulevard, Port Orange, Volusia County, Florida
Parcel ID#: 6308-00-05-0013
See Attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**City of Port Orange Fire Department Station No. 73
1090 City Center Boulevard, Port Orange, FL 32129**

Full Parcel ID:

08-16-33-00-05-0013

Short Parcel ID:

6308-00-05-0013

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

B&H Door Group, LLC d/b/a Overhead Door Company of Daytona Beach
ITB 18-08 Replacement of Firehouse Overhead Doors

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, **B&H Door Group, LLC d/b/a Overhead Door Company of Daytona Beach**, 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 **SEVENTY-FOUR THOUSAND FIVE HUNDRED TWENTY AND 00/100 DOLLARS (\$74,520.00)**, 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 February 20, 2018, entered into by and between the Principal and the City, for Replacement of Firehouse Overhead Doors, 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, and shall be deemed an original, this _____, day of _____, 2018.

Attest:

B&H DOOR GROUP, LLC
d/b/a OVERHEAD DOOR COMPANY OF DAYTONA BEACH
(Principal)

(As to Corporate Principal) Secretary

By: _____
Jeffrey M. Hawk, President

(Corporate Seal)

(Witness to Principal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: January 30, 2018

SUBJECT: B&H Door Group, LLC dba Overhead Door Company of Daytona Beach
Intent to Award – ITB 18-08 Replacement of Firehouse Overhead Doors

REQUEST:

The Public Works Department requests City Council award ITB 18-08 Replacement of Firehouse Overhead Doors to B&H Door Group, LLC dba Overhead Door Company of Daytona Beach in the amount of \$74,520 and to authorize the Mayor and City Clerk to execute all required contract documents.

PURPOSE:

The purpose of this request is to maintain the integrity of a City facility and to meet the needs of the citizens.

CONSIDERATION:

Fire Station 73 overhead bay doors are in need of replacement to maintain access to and from the station. There are 6 doors that provide entrance/exit into the fire truck bay area. The doors are non-impact rated doors/glass, which means they do not meet hurricane codes. The current doors are equipped with hurricane fabric which must be manually opened and closed during severe storms/hurricanes. These are the original doors and in excess of 30 years old. Funding for the replacement of the doors with impact rated doors/glass was approved by council in the FY18 budget.

The Purchasing Department issued a bid request for the replacement of Firehouse Overhead Doors. This invitation to bid was issued for the removal and replacement of six (6) overhead sectional doors and door operators, to include new tracks operators and incidental hardware as described in the bid ITB 18-08 specifications.

On January 19, 2018, the Purchasing Department received three (3) bid responses:

B&H Door Group, LLC dba	
Overhead Door Company of Daytona Beach	\$74,520.00
Jam 520 Inc	\$94,398.00
Florida Door Solutions	\$79,993.62

After a thorough review of the bids, Overhead Door Company of Daytona Beach was the lowest and best responsive bid. This contract will have the following terms and conditions:

- a.) Vendor will be responsible for all permits
- b.) Vendor will be required to carry a Payment & Performance bond in the amount of \$74,520 for the term of the contract.
- c.) Contract expiration date of March 30, 2018.

FUNDING:

Building Maintenance	506 4200 539 6397 Project OBM010
Project Budget:	\$60,820
Project Actual:	\$58,020

Fire & Rescue	001 3100 522 6397 Project OBM010
Project Budget:	\$16,500
Project Actual:	\$16,500

This project was approved under the FY2018-23 Capital Improvement Program

RECOMMENDATION:

The Public Works Department recommends City Council award bid ITB 18-08 Replacement of Firehouse Overhead Doors to B&H Door Group, LLC dba Overhead Door Company of Daytona Beach in the amount of \$74,520 and to authorize the Mayor and City Clerk to execute all required contract documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval 2/20/18
- b.) Fully Executed contracts by 2/28/18

ATTACHMENTS:

- a.) All Bid documents

Cc: Ronnie Buttrum, Interim Public Works Director
Chief Ken Fustin, Port Orange Fire & Rescue
Frank Flagg, Facilities Manager
Kynah Cockcroft, Sr. Administrative Assistant

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– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Bid Bond
- ☒ Attachment 1 – Bid Proposal
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Overhead Door Company of Daytona Beach
Name of Business

[Signature]
Authorized Signature

1-24-2018
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):

Overhead Door Company of Daytona

NAME OF BUSINESS

219 Fentress Blvd

MAILING ADDRESS

Jeff Hawk
AUTHORIZED SIGNATURE

Jeff Hawk, President

Daytona Beach FL 32114

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

27-3386165

FEDERAL IDENTIFICATION #

P: 386-226-3820 / F:

386-226-3849

TELEPHONE NUMBER / FAX NUMBER

Jeff@OverheadDoorDaytona.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of Jan 24th, 2018 by Jeff Hawk, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Chris R Ettorre
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: Jan 17, 2018 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."

Overhead Door Company of Daytona Beach

Name of Business

By: [Signature]

Printed Name: Jeff Hawk

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24th day of January, 2018, by
Jeff Hawk, as President of

Overhead Door Company of Daytona Beach (TITLE)

(NAME OF ORGANIZATION)

and who:

[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:

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.

Overhead Door Company of Daytona Beach

Name of Business

By:

Printed Name: Jeff Hawk

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24th day of January, 2018, by
Jeff Hawk, as President of

(NAME)

(TITLE)

Overhead Door Company of Daytona Beach and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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 Jeff Hawk, who, being by me first duly sworn, made the following statement:

1. The business address of 219 Fentress Blvd, Daytona Beach Fl 32114 (name of Offeror or business) is _____.
2. My relationship to Overhead Door Company of Daytona Beach (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.)

Overhead Door Company of Daytona Beach

Name of Business

By: Jeff Hawk

Printed Name: Jeff Hawk

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24th day of January, 2018, by Jeff Hawk, as President of Overhead Door Company of Daytona Beach and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Chris R. Ettorre
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



ANTI-COLLUSION STATEMENT BID FORM:**NO BID (REASON):**

54

FORM 7.7 – 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.

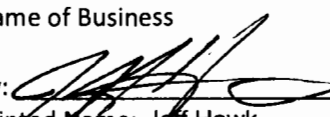
- A. Name of Vendor. Overhead Door Co of Daytona Beach
- B. Permanent main office address. 219 Fentress Blvd. Daytona Beach
Fl
- C. Date organized. 09/2010
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name? present firm since 2010, Trade name since 1983
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) can be presented after award if needed
- G. General character of work performed by your company. Installation and repair of garage doors and operators
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- 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.
- K. List your major equipment currently owned or leased. trucks, scissors lift, fork lift, trailers
- L. Experience in work similar to this type of project. Volusia County Fire Services, City of Holly Hil, City of City of Edgewater, City of Palm Coast, City of Flagler Beach, County of Flagler
- M. Background and experience of the principal members of your organization, including the officers. President has been working for Overhead Door Co of Daytona Beach since 1983
- N. Credit currently available: \$ 500,000
- O. Give bank reference: Center State Bank of Florida
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? No to financial statement and yes to other information

(Form 7.7 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.

Overhead Door Company of Daytona Beach

Name of Business

By: 

Printed Name: Jeff Hawk

Title: President

STATE OF Florida

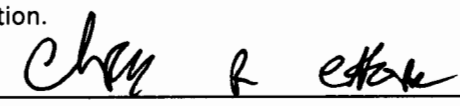
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 24th day of January, 2018, by
Jeff Hawk, as President
of Overhead door Company of Daytona Beach 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

FORM 7.8 – 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: Finrock Industries
Contact Person: David Shirley
City, State: Apopka, Florida
Telephone Number: 407-293-4000
Email Address: dshirley@finrock.com
Description of goods or
Services provided: Overhead Doors
Contract Amount: \$31,170.00
Start/End Date of Contract: .1/23
-01/29/208
2. Company Name: Cotton Enterprises
Contact Person: Mike Cotton
City, State: Daytona Beach , Fl
Telephone Number: 386-257-5599
Email Address: mike@cottonenterprises.com
Description of goods or
Services provided: overhead dcors
Contract Amount: \$47,275.00
Start/End Date of Contract: 12/01/2017 -
12/03/2017
3. Company Name: Energizer Personal Care
Contact Person: Joe Roos
City, State: Ormond Beach, Fl
Telephone Number: 386-677-9559
Email Address: joel.roos@edgewell.com
Description of goods or
Services provided: Overhead Doors
Contract Amount: \$32,685.00
Start/End Date of Contract: 09/01 -
09/06/2017

This document must be completed and returned with your Submittal.

FORM 7.9 – 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: _____ No subcontractor with more than 5%
of _____
Description of Work: _____ 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 7.10 – 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): 18-08

BUSINESS NAME: Overhead Door Company of Daytona

CONTACT PERSON/TITLE: Beach Jeff Hawk / President

MAILING ADDRESS: 219 Fentress Blvd

CITY-STATE-ZIP: Daytona Beach FL 32114

Length of Time at Address Provided: 8 years

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

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

FEIN (Federal Employer Identification Number): 27-3386165

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

PHONE NUMBER: 386-226-3820 FAX: 386-226-3849

EMAIL: Jeff@overheaddoordaytona.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 Jeff Hawk who, after being sworn according to law, stated that he or she was authorized to represent Overhead Door Co of Daytona Beach and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Chris R Ettore

SIGNATURE OF NOTARY PUBLIC

THIS 24th DAY OF Jan, 2018

My Commission Expires: _____

Jeff Hawk 01/24/2018
SIGNATURE OF AFFIANT DATE

Jeff Hawk President
PRINTED NAME OF AFFIANT / TITLE

Overhead Door Company of Daytona Beach
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.: N/A

B&H Door Group, LLC

KNOW ALL MEN BY THESE PRESENTS that dba Overhead Door Company of Daytona Beach, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 219 Fentress Blvd, Daytona Beach, FL 32114, Tel.: 386-226-3820, (hereinafter called "PRINCIPAL"), and Merchants National Bonding, Inc., as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6700 Westown Parkway, West Des Moines, IA 50266, Tel.: 515-243-8171 (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 January 25, 2018, for:

Project Name / Bid No.: Replacement of Firehouse Overhead Doors, ITB #18-08

Project Address:

Legal Description: See Attached

Description of Work: Replacement of Firehouse Overhead Doors

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.

62

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



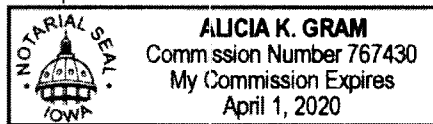
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of January, 2018.



William Warner Jr.
Secretary

**"ATTACHMENT 1" ITB 18-08 SCHEDULE OF UNIT PRICING
BID FORM**



**CITY OF PORT ORANGE
REPLACEMENT OF FIREHOUSE OVERHEAD DOORS**

ITB# 18-08

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:

Overhead Door Company of
Daytona

CONTACT PERSON:

Beach
Jeff Hawk

EMAIL ADDRESS:

Jeff
@overheaddoordaytona.com

AUTHORIZED SIGNATURE:

[Handwritten Signature]

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH DOOR	EXTENDED PRICE
1	6	Provide all labor, materials and equipment to remove and replace the overhead doors in accordance with the specifications.	\$ -	\$ 74,520 -
TOTAL BASE BID				\$ 74,520.00 -
Please indicate miles vendors facility is from Fire Station No. 73.				8 miles
Please indicate vendors response time				4-6 hours
Manufacturer				Overhead Door Corp
Model No 521 Series Aluminum Doors or equivalent				521 as specified
Shall warranty the above equipment for Parts, Labor and Travel for				1 year



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-#18-08
ITB TITLE: REPLACEMENT OF FIREHOUSE OVERHEAD DOORS
OPENING DATE/TIME: January 19, 2018 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Overhead Door Co.Daytona	Jam 520 Inc.	Florida Door Solutions	
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 Professional References	YES	YES	YES	
9	Form 7.9 Listing of Subcontractors	YES	YES	YES	
10	Form 7.10 Local Business Affidavit of Eligibility	YES	YES	YES	
11	Bid Bond	YES	YES	YES	
12	Attachment 1-Bid Proposal	YES	YES	YES	
1 Original, 1 Digital Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	YES	
TOTAL BID		\$ 74,520.00	\$ 94,398.00	\$ 79,993.62	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Jim Tillman, Purchasing Manager

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REPLACEMENT OF FIREHOUSE OVERHEAD DOORS **ITB #18-08**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: December 20, 2017

Bid Due Date and Time: January 25, 2018 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 #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS. 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 January 25, 2018** 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 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 and Site Visit for the project at **8:30 A.M. (local time) on January 3, 2018** 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**

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: *Remove and Replace Six (6) overhead sectional doors and door operators, to include new tracks operators and incidental hardware.*

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 the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS in the subject line. Last day for questions will be **January 10, 2018 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 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 #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **December 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# 18-08 _____
BID TITLE:	REPLACEMENT OF FIREHOUSE OVERHEAD DOORS _____
DUE DATE/TIME:	January 25, 2018 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	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	11
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	19
SECTION 5 – GENERAL TERMS AND CONDITIONS	23
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 – STATEMENT OF VENDOR’S QUALIFICATIONS	55
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	57
FORM 7.9 – LISTING OF SUBCONTRACTORS.....	58
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	59
BID BOND.....	61
PERFORMANCE & PAYMENT BOND.....	63
BID COST/FEE PROPOSAL.....	66
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	67

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 Removal and Replacement of Six (6) overhead sectional doors and door operators, to include new tracks operators and incidental hardware. 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:December 20, 2017

Non-Mandatory Pre-Bid ConferenceJanuary 3, 2018 at 8:30 A.M.

Deadline for Questions:January 10, 2018 by 5:00 P.M.

Final Addendum Posting:January 17, 2018 by 5:00 P.M.

Bids Due: **January 25, 2018 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of AwardTo 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 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:

There will be a Non-Mandatory Pre-Bid Conference and Site visit 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. 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 "ITB #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS" 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 City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

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.

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:

Fire Station #73 1090 City Center Blvd, Port Orange, Florida.

Remove and Replace Six (6) overhead sectional doors and door operators, to include new tracks, operators, and incidental hardware.

SCOPE OF WORK:

1. Remove the six (6) overhead garage doors.
2. Remove the six (6) overhead door operators.
3. Remove associated hardware, door tracks, track supports and incidental items.
4. Replace the six (6) overhead doors, per the attached specifications to include new bronze framed impact glass doors with new hardware, tracks, operators and incidental hardware and related components.
5. Connect the new door operators to the existing electrical supply, for a complete and functional, "turn-key" complete system.

Basis of Design

Overhead Doors Modern Aluminum Collection Model 521 with polycarbonate clear glazing in all panels of all six (6) doors with impact rated wind option or equivalent.

Color: Medium Bronze or Dark Bronze with clear glazing to match existing overhead doors as close as possible.

Existing Doors are (+ -) 12'-2" W x (+ -) 14'1" H (It is the vendor's responsibility to measure and ensure proper add-on and take-offs of measurement.)

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.

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SPECIAL CONDITIONS:

1. Coordinate all work with personnel at Fire Station #73, so as to provide access to the fire trucks and associated apparatus at all times during the course of this contract.
2. Provide and submit product data and shop drawings to the facility manager for approval prior to ordering any material. Shop drawings will require the seal of a registered Florida engineer. Please provide samples of materials.
3. Submit all required plans, shop drawings and any other required documents to the City of Port Orange Building Department, to include the application for permit(s).
4. Secure and pay for the required permit(s) and associated fees.
5. Working hours: Monday to Friday, 7:00 a.m. to 5:00 p.m.
6. Non-Smoking Building: Smoking is not permitted within the building or within 25 feet (8M), of entrances, windows, or outdoor air intakes.
7. Use of Site: Limit use of project site to work in areas indicated.
8. Remove all debris generated by the work offsite and dispose of all materials at a licensed landfill or similar disposal site in conformance with all codes and ordinances.
9. The existing dumpster(s) are for the exclusive use of Fire Station #73. Personnel only, and are not to be used by the door contractor.
10. The existing overhead door operators shall be turned over to the City of Port Orange Building Maintenance Foreman. All other components are to be removed from the site by the door contractor.

**SECTIONAL OVERHEAD DOORS
521 SERIES ALUMINUM SECTIONAL OVERHEAD DOORS
CITY OF PORT ORANGE**

**FIRE STATION OVERHEAD DOORS
ALUMINUM & GLASS IMPACT RATED**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Glazed Aluminum Sectional Overhead Doors
- B. Electric Operators and Controls.
- C. Operating Hardware, tracks, and support.

1.2 RELATED SECTIONS

- A. Section 16130 - Raceway and Boxes: Empty conduit from control station to door operator.
- B. Section 16150 - Wiring Connections: Electrical service to door operator.

1.3 REFERENCES

- A. ANSI/DASMA 102 - American National Standard Specifications for Sectional Overhead Type Doors.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Wind Loads: Design and size components to withstand loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with the applicable code.
 - 1. Design pressure of + 48 / - 54 PSF Florida Product Approval # FL- 17629 Drawing #411368.
- B. Wiring Connections: Requirements for electrical characteristics.
115 volts, single phase, 60 Hz.
- C. Single-Source Responsibility: Provide doors, tracks, motors, and accessories from one manufacturer for each type of door. Provide secondary components from a source acceptable to the manufacturer of primary components.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Indicate plans and elevations including opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- D. Operation and Maintenance Data.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with similar documented experience.
- B. Installer Qualifications: Authorized representative of the manufacturer.
- C. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories, Inc. acceptable to the authority having jurisdiction as suitable for the purpose specified.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened labeled packaging until ready for installation.
- B. Protect materials from exposure to moisture until ready for installation.
- C. Store materials in a dry, ventilated weathertight location.

1.8 PROJECT CONDITIONS

- A. Pre-Installation Conference: Convene a pre-installation conference just prior to the commencement of field operations, to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

PART 2 PRODUCTS

2.1 MANUFACTURERS BASIS OF DESIGN

- A. Overhead Door Corporation. Substitutions: Based on meeting all design criteria established in this specification products from other manufacturers may be permitted.
- B. Substitutions: Based on meeting all design criteria established in this specification products from other manufacturers may be permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 GLAZED ALUMINUM SECTIONAL OVERHEAD DOORS

- A. Glazed Sectional Overhead Doors: 521 Series Aluminum Doors by Overhead Door Corporation.
- 1. Door Assembly: Stile and rail assembly secured with 1/4-inch (6 mm) diameter through rods.
 - A. Panel Thickness: 1-3/4 inches (44 mm).
 - B. Center Stile Width: 2-11/16 inches (68 mm).
 - C. End Stile Width: 3-5/16 inches (84 mm)
 - D. Intermediate Rail Pair Width: 3-11/16 inches (94 mm).
 - E. Top Rail Width- 3-3/4 inches (95 mm).
 - F. Bottom Rail Width: 4-1/2 inches (114 mm).
 - G. Aluminum Panels: 0.050 inch (1.3 mm) thick, aluminum.
 - H. Stiles and Rails: 6063 - T6 aluminum.
 - I. Springs: 25,000 cycles.
 - J. Glazing: .25-inch clear impact rated poly carbonate glazing (ALL SECTIONS).
- 2. Finish and Color: Medium or dark Bronze anodized finish.
- 3. Windload Design: Provide to meet the Design/Performance requirements specified.
- 4. Hardware: Galvanized steel hinges and fixtures. Ball bearing rollers hardened steel races
- 5. Lock: Interior galvanized single unit.
- 6. Weather-stripping:
 - A. Flexible bulb-type strip at bottom section.
 - B. Flexible Jamb seals.
 - C. Flexible Header seal.
- 7. Track: Provide track as recommended by the manufacturer to suit loading required and clearances available.

8. Electric Motor Operation: Provide UL listed electric operator, size, and type as recommended by the manufacturer to move the door in either direction at not less than 2/3 foot nor more than 1 foot per second. The Operator shall meet UL325/2010 requirements for continuous monitoring of safety devices.
- A. Entrapment Protection: Required for momentary contact, includes radio control operation.
 1. Pneumatic sensing edge up to 18 feet (5.5 m) wide. Constant contact only complying with UL 325/2010.
 2. Photoelectric sensors monitored to meet UL 325/2010.
- B. Operator Controls:
 1. Push-button operated control stations with open, close, and stop buttons.
 2. Surface mounting.
 3. Interior location.
- C. Special Operation:
 1. Radio control operation.
 2. Door timer operation.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing.
- B. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- C. Verify electric power is available and of correct characteristics.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.
- B. Coordinate installation of adjacent work to ensure proper clearances and allow for maintenance.

- C. Anchor assembly to wall construction and building framing without distortion or stress.
- D. Securely brace door tracks suspended from the structure. Secure tracks to structural members only.
- E. Fit and align door assembly including hardware.
- F. Coordinate installation of electrical service. Complete power and control wiring from the disconnect to unit components.

3.4 CLEANING AND ADJUSTING

- A. Adjust door assembly to smooth operation and in full contact with weather-stripping.
- B. Clean doors, frames and glass.
- C. Remove temporary labels and visible markings.

3.5 PROTECTION

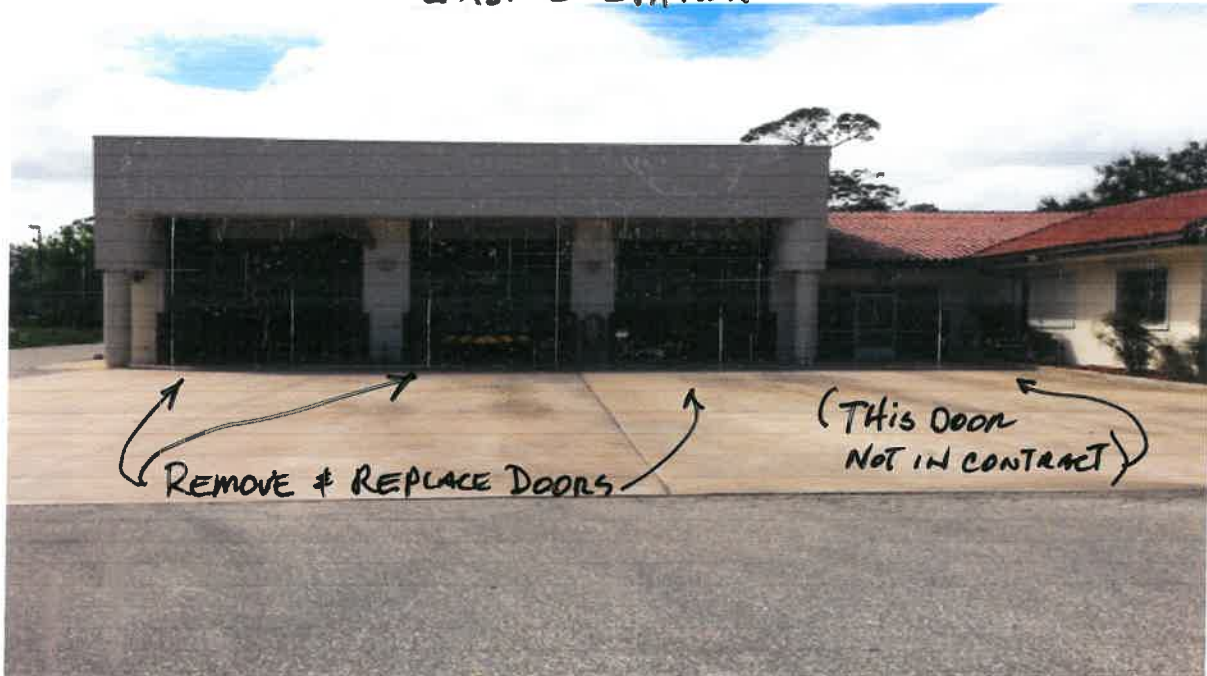
- A. Do not permit construction traffic through overhead door openings after adjustment and cleaning.
- B. Protect installed products until completion of the project.
- C. Touch-up, damaged coatings and finishes, and repair minor damage before Substantial Completion.

4 AWARD

- A. The successful bidder will be responsible for the preparations of plans and specifications in an acceptable format to obtain the necessary permit(s) from the Business Department-City of Port Orange.
- B. Fees for all permits are to be included in the total bid price.

FIRESTATION # 73, 1090 CITY CENTER CIRCLE, P.O.

EAST ELEVATION



WEST ELEVATION



SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

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

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

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

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City 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 ITB 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 or Purchase Order issued 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 on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email 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**

If required, 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. **DEFAULT PROVISIONS**

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

30. **DELIVERY OF GOODS/SERVICES**

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

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

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

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as

a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

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

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

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

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of

contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

34. **EVALUATION**

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

35. **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.

36. **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.

37. **FACILITIES**

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

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.*

44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **INSURANCE**

If required, 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.

50. **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.

51. **INSURANCE REQUIREMENTS**

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

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

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

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

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

52. **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.

53. **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.

54. **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.

55. **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.

56. **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.

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

If no particular brand, model or make is specified, Vendors shall submit 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.

58. **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.

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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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).

67. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if a pre-bid or pre-proposal conference is required 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 Non-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.

69. **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, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

70. **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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **RECYCLED MATERIALS**

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

83. **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.)

84. **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.

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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)

110. **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

The term of the contract shall be from the issue of purchase order. Substantial completion will be 80 calendar days. Final completion will be 30 days more.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

[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– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Bid Bond
- _____ Attachment 1 – Bid Proposal
- _____ 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)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 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 – 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- 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 7.7 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 7.8 – 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 7.9 – 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 7.10 – 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 7.10 – 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

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

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

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.

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.

**"ATTACHMENT 1" ITB 18-08 SCHEDULE OF UNIT PRICING
BID FORM**



**CITY OF PORT ORANGE
REPLACEMENT OF FIREHOUSE OVERHEAD DOORS**

ITB# 18-08

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	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH DOOR	EXTENDED PRICE
1	6	Provide all labor, materials and equipment to remove and replace the overhead doors in accordance with the specifications.	\$ -	\$ -
TOTAL BASE BID				\$ -
Please indicate miles vendors facility is from Fire Station No. 73.				
Please indicate vendors response time				
Manufacturer				
Model No 521 Series Aluminum Doors or equivalent				
Shall warranty the above equipment for Parts, Labor and Travel for				



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	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	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

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 _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



CITY 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. # 1 **January 17, 2018**

ITB #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 20, 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. CLARIFICATION

There should be two (2) -14-foot-wide doors and four (4)- 12-foot-wide doors.

B. QUESTIONS AND ANSWERS:

1. Bid form requires unit pricing with only one line item shown. Two different size doors are required. Please advise if new bid form will be issued or if average unit price should be entered for unit pricing?

Answer: This is a lump sum bid to accommodate the plans and specifications. The bid form is not changing.

2. Please clarify if the finish is bronze anodized or bronze powder coat? Powder coat finish is less expensive and more durable?

Answer: Powder Coat Finish.

3. Mention was made of red color for doors, please confirm color door required?

Answer: Door color on new overhead doors is to match the existing "bronze" color of the current overhead doors and gutters.

4. Are unit prices to include a percentage of the bond?

Answer: Bond cost is to be included in your lump sum bid. Also, include all permits and fees in your lump sum bid.

5. Please confirm design requirements that entire door system is to be impact rated and not just the glass?

Answer: The door system is to be impact rated with impact glass.

6. What are the normal hours to complete the work?

Answer: 7 A.M.-5 P.M. Please reference special conditions page 12 of ITB# 18-08 Item 5. Also, please see Section 6 page 48 for Contract Term.

7. Why is there a payment and performance bond?

Answer: The department requested this.

8. Do we have to hire the electrician?

Answer: The plans and specifications, including the required engineering information, will need to be submitted to the city building department. The building department will issue a permit and inspect the work as it progresses. A licensed Electrician will be required for the final connection of the operators to the existing wiring. Therefore, the electrical work is a part of the door contractor's responsibility.

9. I know you have impact glass but is the door to be impact resistant too?

Answer: Please see question number 5.

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

END OF ADDENDUM NO. #1



777 S Park Ave
Apopka, FL 32703
407-884-5955 - Phone

407 683-4584 - Cell
ChrisCarter@fladoor.com

1/22/2018

Proposal

CC-18-035

Fire Station #73 Door Install

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Attn: David Battaglia
Phone: 386-527-6232
Fax: 386-756-5351

Original

Description		Total
Furnish & Install (2) 14' 2" x 14' & (4) 12' 2" x 14' Overhead Door Corp Model 521 Aluminum/Glass Sectional Door(s) - 1 3/4" thick sections of 6063-T6 aluminum; - Galvanized fixtures and hinges; - 1/4" thick through rods on all rails and stiles; - 2" galvanized steel track with standard high full vertical lift; - Track to be angle to steel jambs; - Flexible PVC bottom weather stripping, Header Seal & Jamb "Clip On" Seal; - Locking to be by means of Motor (1 Slide Lock Included) - FBC wind rated to +48/-54 PSF - Glazing to be Clear (.25" Polycarbonate Impact Rated) - Operation to be by RSX 1/2 HP Trolley Operator 115V 1PH - Finish on door to be Powder Coat - Bronze (To match Existing) Provide and install (6) Overhead Door Model RSX Trolley Operator - floor level disconnect for emergency operation, 24 VDC Disc brake, Electro-Mechanical limit switch; - Electronic control board with LED display, Built in radio receiver with cycle counter; - Max run timer, auto tension belt, delay on reverse, Thermal overload protection, continuous duty motor; - (6) Transmitters Included In Price		79,993.62
A signed copy of this proposal and 50% deposit is required to place order. Prices quoted are good for 30 days from date noted above.		Total includes material, labor and tax.
Terms: By accepting this proposal Client agrees to render payment for the services described above within 15 days after receipt of invoice. Client will pay FDS 18% interest per annum on any amount paid later than 15 days. Client agrees to reimburse FDS for all reasonable attorneys fees and courts cost associated with collecting past due invoices.		

Accepted By: _____

Print Name: _____

Dated: _____

"ATTACHMENT 1" ITB 18-08 SCHEDULE OF UNIT PRICING

BID FORM



**CITY OF PORT ORANGE
REPLACEMENT OF FIREHOUSE OVERHEAD DOORS**

ITB# 18-08

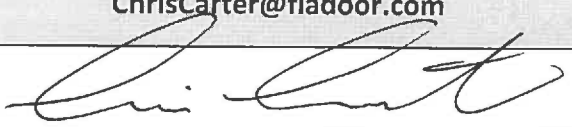
Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

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:	FLORIDA DOOR SOLUTIONS
CONTACT PERSON:	CHRIS CARTER
EMAIL ADDRESS:	ChrisCarter@fladoor.com
AUTHORIZED SIGNATURE:	

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH DOOR	EXTENDED PRICE
1	6	Provide all labor, materials and equipment to remove and replace the overhead doors in accordance with the specifications.	\$ 13,332.27	\$ 79,993.62
TOTAL BASE BID				\$ 79,993.62
Please indicate miles vendors facility is from Fire Station No. 73.				53 Miles
Please indicate vendors response time				24Hr
Manufacturer				Overhead Door
Model No 521 Series Aluminum Doors or equivalent				521
Shall warranty the above equipment for Parts, Labor and Travel for				1 Year



220 S. Ridgewood Avenue 32114
P.O. Box 2412 Daytona Beach, FL 32115
386-252-9601 FAX 386-239-5737

BID BOND REQUEST

TODAY'S DATE: 1/24/18

FROM: FL Door Solutions

(Enter the company your contract is with, below)

Owner/Obligee: City of Port Orange, FL

Address: 1000 City Center Cir
Port Orange, FL 32129
(How it is to appear on the bond)

Project Name: Replacement of Firehouse
Overhead Doors

Bid Date & Time: 1/25/18 2:30pm

Estimated Bid Amount: \$80,000

Bid Bond %: 100% 5%

Time to Complete: 1 year (@ 30 days from start date)

Percentage Subcontracted: 0

Penalty/Liquidated Damages: _____

Maintenance/Warranty Period: One year

Approximate Current Work on Hand (Cost to Complete) 1.5 million

Approximate Bonded Work on Hand (Cost to Complete): ?

Special Bid Bond Form to be Used: Yes ☒ NO ☐

If YES, you must furnish the bid bond form to us, as the bond MUST be typed on that special bond form. Also fax the Performance & Payment Bond Form, if it was included.

Member of the National Association of Surety Bond Producers

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 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Listing of Subcontractors
- ☒ Form 7.10 – Local Business Affidavit of Eligibility
- ☒ Bid Bond
- ☒ Attachment 1 – Bid Proposal
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

Florida Door Solutions

Name of Business

Nicole Mary

Authorized Signature

1/24/18

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):

Florida Door Solutions

NAME OF BUSINESS

777 S. Park Ave

MAILING ADDRESS

Nicole May

AUTHORIZED SIGNATURE

Apopka, FL 32703

CITY, STATE & ZIP CODE

Nicole May - Secretary

NAME, TITLE, TYPED

407-884-5955 / 407-884-7567

TELEPHONE NUMBER / FAX NUMBER

59-3759921

FEDERAL IDENTIFICATION #

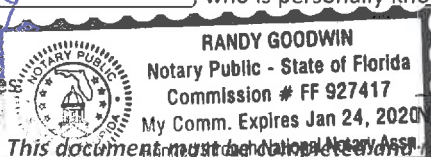
nicolemay@fladoor.com

E-MAIL ADDRESS

STATE OF FL COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of January 24, 2018 by Nicole May, 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 signed 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."

Florida Door Solutions

Name of Business

By: Nicole May

Printed Name: Nicole May

Title: Secretary

STATE OF FL
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of January, 2018, by
Nicole May (NAME), as Secretary (TITLE) of
FL Door Solutions (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

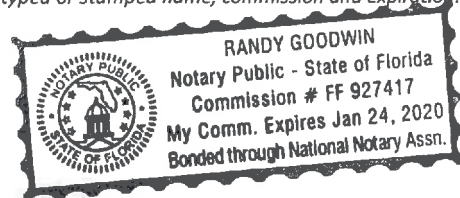
☒ is personally known to me; or

☐ has produced _____ as identification.

Randy Goodwin
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.

Florida Door Solutions
Name of Business
By: Nicole May
Printed Name: Nicole May
Title: Secretary

STATE OF FL
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of January, 20 18 by
Nicole May (NAME) as Secretary (TITLE) of
FL Door Solutions (NAME OF ORGANIZATION) and who:

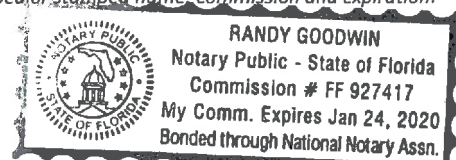
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Randy Goodwin
Notary Public, State of _____
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 Nicole May, who, being by me first duly sworn, made the following statement:

1. The business address of 777 S. Park Ave Apopka, FL 32703 (name of Offeror or business) is Florida Door Solutions.
2. My relationship to FL Door Solutions (name of Offeror or business) is Corp. Secretary (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.)

Florida Door Solutions

Name of Business

By: Nicole May

Printed Name: Nicole May

Title: Secretary

STATE OF FL
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of January, 2018, by Nicole May, as Secretary of FL Door Solutions and who:

[Notary: Please select one]

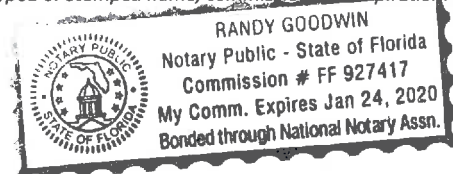
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Randy Goodwin
Notary Public, State of _____

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: Florida Door Solutions

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

PRINTED SIGNATURE: Nicole May

TITLE: Corp. Secretary

ADDRESS: 777 S. Park Ave

CITY: Apopka STATE: FL ZIP CODE: 32703

TELEPHONE: _____ FAX: 407-884-5955 / fax-407-884-7567

COMPLETION TIME: 6-8 weeks

F.E.I.N. NUMBER: 59-3759921

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 – 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. Florida Door Solutions
- B. Permanent main office address. 777 S. Park Ave Apopka, FL 32703
- C. Date organized. 12/2001
- 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? 16⁺
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- G. General character of work performed by your company. Overhead Doors/Specialty Doors/gate operators
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- 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. Blue Origin 1/2018 - \$1.039 million
- K. List your major equipment currently owned or leased. Fork Lift/Scissor Lift, 12 Work trucks
- L. Experience in work similar to this type of project. We currently do work for Osceola County, The Villages, Lady Lake, St. Cloud
- M. Background and experience of the principal members of your organization, including the officers. Bill Cook - VP 30 years in this business. All other officers have been w/ FDS over 10 years
- N. Credit currently available: \$ 100,000
- O. Give bank reference: Seacoast Bank - 407-889-7434
- 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 7.7 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.

Florida Door Solutions
Name of Business

By: Nicole May
Printed Name: _____
Title: _____

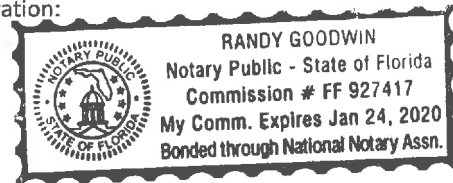
STATE OF FL
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of January, 2018, by
Nicole May, as Secretary
of FL Door Solutions and who:

[Notary: Please select one]

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

Randy Goodwin
Notary Public, State of _____
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – 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: Osceola County
Contact Person: Ronald Poun
City, State: Kissimmee, FL
Telephone Number: 407-742-2639
Email Address: ronald.poun@osceola.org
Description of goods or
Services provided: Service/Replacements for overhead doors on fire stations + other
public facilities. Service/replacements for gate operators
Contract Amount: N/A
Start/End Date of Contract: on going
2. Company Name: City of New Smyrna Beach
Contact Person: Chief Dymond
City, State: New Smyrna Beach, FL
Telephone Number: 386-424-2162
Email Address: cdymond@cityofnsb.com
Description of goods or
Services provided: Service/replacement of overhead doors/gates
Contract Amount: N/A
Start/End Date of Contract: on going
3. Company Name: The Villages
Contact Person: Thomas Tritt
City, State: Villages, FL
Telephone Number: 352-390-4872
Email Address: thomas.tritt@districtgov.org
Description of goods or
Services provided: Service on Firestation Doors
Contract Amount: N/A
Start/End Date of Contract: on going

This document must be completed and returned with your Submittal.

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.

Name: _____

Percent of Contract Price: _____

Name: _____

Previous Experience Together: Yes/No _____

Previous Experience Together: Yes/No _____

Previous Experience Together: Yes/No _____

Previous Experience Together: Yes/No _____

58

FORM 7.10 – 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: Florida Door SolutionsCONTACT PERSON/TITLE: Chris Carter - SalesMAILING ADDRESS: 777 S. Park AveCITY-STATE-ZIP: Apopka, FL 32703Length of Time at Address Provided: 9 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): 59-3759921BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 407-884-5955 FAX: 407-884-7567EMAIL: Chricarter@fladoor.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 Nicole May who, after being sworn according to law, stated that he or she was authorized to represent FL Door Solutions and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Randy Goodwin
SIGNATURE OF NOTARY PUBLIC

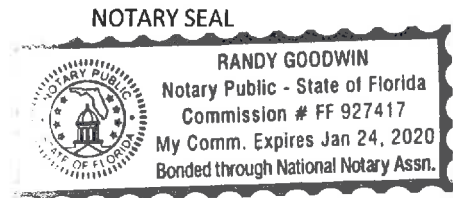
THIS 24 DAY OF January, 2018

My Commission Expires: _____

Nicole May 1/24/18
SIGNATURE OF AFFIANT DATE

Nicole May - Secretary
PRINTED NAME OF AFFIANT / TITLE

El Door Solutions
COMPANY



This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Florida Door Solutions, Inc. as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 777 S. Park Ave., Apopka, FL 32703, Tel.: 407-884-5955, (hereinafter called "PRINCIPAL"), and Merchants National Bonding, Inc., as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6700 Westown Pkwy, West Des Moines, IA 50266, Tel.: 515-243-8171 (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 January 25, 2018, for:

Project Name / Bid No.: Replacement of Firehouse Overhead Doors, ITB #18-08

Project Address:

Legal Description: See Attached

Description of Work: Replacement of Firehouse Overhead Doors

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 24th day of January, A.D. 2018, 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 signatures. 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: Florida Door Solutions, Inc.

Signature: William Cook - V.P.
Corporate Officer & Title

ATTEST:

Signature: Nicole May
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY: Merchants National Bonding, Inc.

Attorney-in-Fact (signature): Tyler D DeBord
Name & Title: Tyler D DeBord
Name of Local Resident Agent: Daytona Beach, FL 32114
City, State, Zip: 386-239-5703
Telephone: 012599 NAIC No.: 11595
A.M. Best No.:

ATTEST:

Signature: Margaret Haep
Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler D DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Merchants National Bonding, Inc. (corporate surety) and that this person has been authorized by Merchants National Bonding, Inc. (corporate surety) to execute the foregoing 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 24th day of January, 2018, by Tyler D 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

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

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

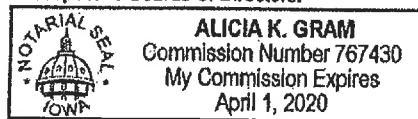


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of January, 2018.



William Warner Jr.
Secretary

Current Contracts on Hand

GC/ Customer	Completed Amount	Contract Amount	Est Completion
Keator Construction		\$ 13,520.00	18-Apr
Keator Construction		\$ 18,290.00	18-Apr
Austin Commercial		\$ 38,754.00	18-May
MWH Constructors		\$ 24,935.00	2018
Dinkins Construction		\$ 239,149.00	Jul-18
Rowland & Co		\$ 1,522.00	Feb-18
RD Michaels		\$ 1,586.00	Feb-18
Whiting Turner		\$ 13,010.00	Mar-18
Garney Construction		\$ 3,320.00	18-Feb
Brasfield & Gorrie	\$ 28,388.00	\$ 30,630.00	Apr-18
Skanska	\$ 87,883.00	\$ 91,383.00	Jan-18
Terry Roberts Site Work		\$ 9,360.00	Feb-18
CPPI		\$ 31,570.00	Apr-18
RD Michaels		\$ 11,516.00	Mar-18
Engelke		\$ 2,045.00	Feb-18
RLH Construction	\$ 75,955.34	\$ 77,315.34	Jan-18
Peak Construction Management		\$ 1,675.00	Feb-18
PCL		\$ 16,172.50	Jun-18
Brasfield & Gorrie		\$ 5,110.00	Mar-18
Albu & Assoc		\$ 3,406.00	Feb-18
Haskell	\$ 1,007,372.00	\$ 1,032,986.00	Jan-18
HJ High		\$ 10,005.00	Mar-18
Gilbane		\$ 133,779.00	Apr-18
Albu & Assoc		\$ 7,860.00	Feb-18
Walker & Lamm		\$ 38,828.00	Jul-18
McCorkle		\$ 5,774.00	Jun-18
Hoar		\$ 14,908.00	Jun-18
Dan Webb	\$ 3,969.50	\$ 7,939.00	18-Feb
Allstate Construction		\$ 7,682.00	Jan-18
PAVCO		\$ 5,182.00	18-Feb
HJ High		\$ 25,777.00	18-Mar

Vogel Building			\$	29,209.00		Mar-18
Hensel Phelps		\$	4,606.00	\$	17,845.00	18-Feb
CCI				\$	2,210.00	18-Feb
Robins & Morton				\$	1,150.00	18-Feb
Heard Construction				\$	4,403.00	18-May
Strickland Construction				\$	6,845.00	18-Mar
Hawkins				\$	11,880.00	18-Mar
Welbro/Teamwork Structures				\$	31,500.00	18-Apr
McCree				\$	6,330.00	18-Jun
Gilbane		\$	101,508.60	\$	145,099.00	18-Mar
DPR		\$	2,315.00	\$	14,905.00	18-Feb
Mill Creek Const				\$	61,091.00	18-May
Savage Const & Assoc				\$	20,145.00	18-Apr
Robins & Morton				\$	7,045.00	18-May
J Raymond				\$	8,435.00	18-Jun
Hoar Construction		\$	22,896.00	\$	23,396.00	Jan-18
RD Michaels				\$	11,516.00	18-May
CPPI				\$	12,426.00	18-Mar
Hensel Phelps				\$	13,900.00	18-Mar
Envirostrut				\$	151,000.00	18-Aug
Kelsey Construction				\$	13,615.00	18-Jun
Stahl Construction				\$	24,620.00	18-May
Williams Co				\$	1,775.00	18-Feb
Keator Construction				\$	6,865.00	18-Apr
Hawkins				\$	13,044.00	18-Jun
Wharton Smith		\$	24,600.00	\$	35,479.00	18-Feb
Wieland Davco Corp				\$	22,027.00	18-Jun
Arnco				\$	54,963.00	18-Sep
Brasfield & Gorrie				\$	3,625.00	18-Mar
Lamm & Co				\$	18,086.00	18-May
Jack Jennings & Sons				\$	129,923.00	Dec-18
Hawkins				\$	16,850.00	May-18
WPC				\$	30,790.00	May-18

CITY OF APOPKA

LOCAL BUSINESS TAX RECEIPT

120 E Main St., Apopka, FL 32703 - (407)703-1712
Effective October 1, 2017 to September 30, 2018

Address:

777 S PARK AVE

APOPKA FL 32703

Activity:

08C8-3 CONTRACTOR-OTHER-NO ST LIC
GARAGE DOORS/INSTALL/MOBILE

Issued to:

FLORIDA DOOR SOLUTIONS INC

777 S PARK AVE

APOPKA FL 32703

A

Must Display Receipt/Owner's Responsibility to Renew

Tax
Penalty
Transfer
App Fee
Other
Total Paid
PAY IN OCT
PAY IN NOV
PAY IN DEC
PAY IN JAN

61.00
0.00
0.00
0.00
0.00

BUSINESS TAX OFFICIAL

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017

EXPIRES 9/30/2018

3123 GARAGE DOOR INSTALLA \$30.00

4

EMPLOYEE

3501

GARAGE DOOR SALES

3123-0524838

\$30.00

4

EMPLOYEE

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

777 S PARK AVE (MOBILE)
D - APOPKA, 32703

PAID: \$60.00 0099-00786290 7/24/2017



COOK SR WILLIAM DAVID PRES

FLORIDA DOOR SOLUTIONS INC

COOK SR WILLIAM DAVID

777 S PARK AVE

APOPKA FL 32703

This receipt is official when validated by the Tax Collector.

ORIGINAL BID

ITB #18-08

TO:



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

DUE DATE:

January 25th, 2018

SUBMIT TIME:

2:30 P.M., LOCAL TIME

FOR:

INVITATION TO BID

REPLACEMENT OF FIREHOUSE OVERHEAD DOORS

ITB #18-08

FROM:

Scott Weber

9161 131ST Place N. Suite D
Largo, Florida 33773
Office 727-288-2191
Fax 727-202-6681
Scott@Jam520construction.com



SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

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

BY:

Jam 520 Inc.

Name of Business

[Signature]

Authorized Signature

1/24/2018

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.

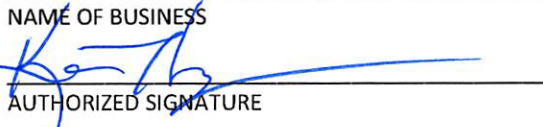
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that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

Jam 520 Inc.

NAME OF BUSINESS



Kenneth Thompson, President

NAME, TITLE, TYPED

800496759

FEDERAL IDENTIFICATION #

9161 131st PL. N. Suite D.

MAILING ADDRESS

Largo, FL 33773

CITY, STATE & ZIP CODE

(727) 288-2191

TELEPHONE NUMBER / FAX NUMBER

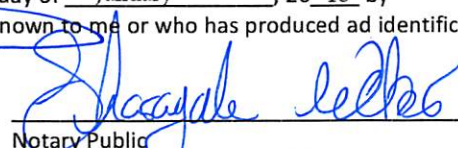
scott@jam520inc.com

E-MAIL ADDRESS

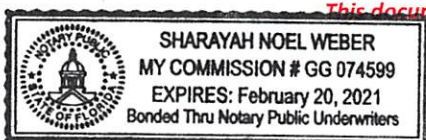
STATE OF Florida COUNTY OF Pinellas

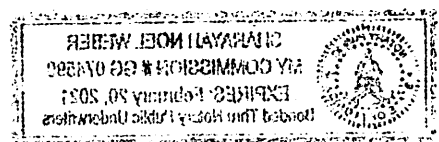
The foregoing instrument was acknowledged before me this day of 23rd January, 20 18 by Kenneth Thompson, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 2/20/2021


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: 1/17/2018 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.”

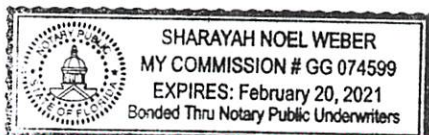
Jam 520 Inc.
Name of Business
By: [Signature]
Printed Name: Kenneth Thompson
Title: President

STATE OF Florida
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 23rd day of January, 2018, by
Kenneth Thompson, as President of
(NAME) (TITLE)
Jam 520 Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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



This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 2/20/2021

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.

Jam 520 Inc.

Name of Business

By: [Signature]

Printed Name: Kenneth Thompson

Title: President

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 23rd day of January, 2018, by
Kenneth, as Thompson of
(NAME) (TITLE)

Jam 520 Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

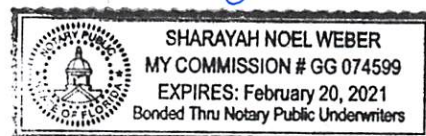
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
 Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration: 2/20/2021



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 Kenneth Thompson, who, being by me first duly sworn, made the following statement:

1. The business address of Jam 520 Inc. (name of Offeror or business) is
9161 131st PL. N. Suite D. Largo, FL 33773.
2. My relationship to Jam 520 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.)

Jam 520 Inc.
Name of Business
By: _____
Printed Name: Kenneth Thompson
Title: President

STATE OF Florida
COUNTY OF Pinellas

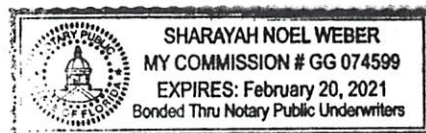
Sworn to (or affirmed) and subscribed before me this 23rd day of January, 2018, by
Kenneth Thompson, as President of
Jam 520 Inc. and who:

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

Sharayah Noel Weber
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration: 2/20/2021



ANTI-COLLUSION STATEMENT BID FORM:

FORM 7.7 – 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. **Jam 520 Inc.**
- B. Permanent main office address. **9161 131st PL. N. Suite D. Largo, FL 33773**
- C. Date organized. **Since; 2009.**
- 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? **8 years, 3 months.**
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **** Furnished upon request.**
- G. General character of work performed by your company. **General Construction & Roofing.**
- H. Have you ever failed to complete any work awarded to you? If so, where and why? **No, none.**
- I. Have you ever defaulted on a contract? If so, where and why? **No, none.**
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. **** Please view our "History of Completed Work" within our Proposal Package.**
- K. List your major equipment currently owned or leased.
We own all equipments to fully complete the scope of work for this project herein.
- L. Experience in work similar to this type of project.
All our references are provided within our proposal package.
- M. Background and experience of the principal members of your organization, including the officers.
Resumes of principal member provided within proposals package.
- N. Credit currently available: \$ (Check our Dunn & Bradstreet Number: 022558742)
- O. Give bank reference: **Bank of America, Antonella Errante-Beltran: (727) 319-4913 x 4,**
antonella.errante-beltran@bankofamerica.com
- 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 7.7 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.

Jam 520 Inc.
Name of Business
By: 
Printed Name: Kenneth Thompson
Title: President

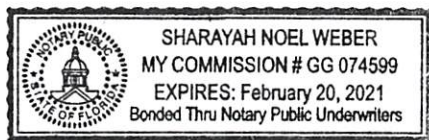
STATE OF Florida
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 23rd day of January, 2018, by
Kenneth Thompson, as President
of Jam 520 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: 2/20/2021

This document must be completed and returned with your Submittal

FORM 7.8 – 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: City of Largo
Contact Person: Chas Jordan
City, State: Largo, Florida
Telephone Number: (727) 586-7397
Email Address: cjordan@largo.com
Description of goods or
Services provided: Replaced Garage Doors at (4) City Police Departments, completing 20 doors in total.
Contract Amount: \$145,000
Start/End Date of Contract: May 2016 - November 2016
2. Company Name: City of St. Pete Beach
Contact Person: Renee Cooper
City, State: St. Pete Beach, Florida
Telephone Number: (727) 363-9254
Email Address: r.cooper@stpetebeach.org
Description of goods or
Services provided: Replaced four aluminum coastal wind garage door at Fire Station #23.
Contract Amount: \$55,000
Start/End Date of Contract: February 2014 - July 2014
3. Company Name: Sarasota County
Contact Person: Ty Overmyr
City, State: Sarasota, Florida
Telephone Number: (941) 232-6092
Email Address: tovermye@scgov.net
Description of goods or
Services provided: Installed new overhead commercial roll up door in-addition to facility upgrades in a Waste Collection Facility.
Contract Amount: \$325,000
Start/End Date of Contract: July 2016 - July 2017

This document must be completed and returned with your Submittal.

FORM 7.9 – 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.

***We will be self performing the work.**

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

***We will be self performing the work.**

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 7.10 – 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): ITB #18-08

BUSINESS NAME: Jam 520 Inc.

CONTACT PERSON/TITLE: Scott Weber / Corporate Director

MAILING ADDRESS: 9161 131st PL. N. Suite D.

CITY-STATE-ZIP: Largo, FL, 33773

Length of Time at Address Provided: 5 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): 800496759

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

PHONE NUMBER: (727) 288-2191 FAX: _____

EMAIL: Scott@jam520inc.com

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

~~-Provided within our Bid Package-~~

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 Kenneth Thompson who, after being sworn according to law, stated that he or she was authorized to represent Jam 520 Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

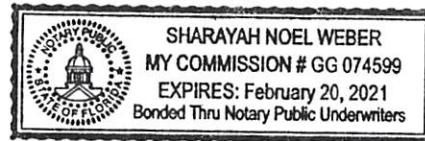
[Signature]

SIGNATURE OF NOTARY PUBLIC

THIS 23rd DAY OF January, 2018

My Commission Expires: 2/20/2021

NOTARY SEAL



[Signature] 1/23/2018
SIGNATURE OF AFFIANT DATE

Kenneth Thompson / President
PRINTED NAME OF AFFIANT / TITLE

Jam 520 Inc.
COMPANY

This document must be completed and returned with your Submittal

BID BOND

THE MAIN STREET AMERICA GROUP

**CONTRACTOR:** (Name, legal status and address)

Jam 5:20, Inc.
9161 131st Place N, Unit D
Largo, FL 33773

SURETY: (Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: (Name, legal status and address)

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

BOND AMOUNT: Six Thousand Two Hundred Fifty Dollars (\$6,250.00)**PROJECT:** (Name, location or address, and Project number, if any)

ITB #18-08 Replacement of Firehouse Overhead Doors
Fire Station #73, 1090 City Center Blvd, Port Orange, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2018.

(Witness)

Jam 5:20, Inc.

(Principal)
Kenneth L. Thompson, President
(Title)

(Witness)

NGM Insurance Company

(Surety)
Robert S. Goldstein
(Title)
Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03016069

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Robert S Goldstein, Robin Goldstein, Deborah Portnoy** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

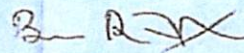
and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:



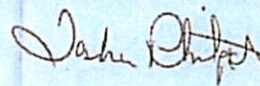
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

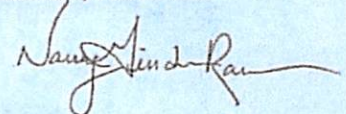




I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

24th day of January, 2018.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



"ATTACHMENT 1" ITB 18-08 SCHEDULE OF UNIT PRICING

BID FORM



CITY OF PORT ORANGE
REPLACEMENT OF FIREHOUSE OVERHEAD DOORS

ITB# 18-08

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:	Jam 520 Inc.
CONTACT PERSON:	Scott Weber
EMAIL ADDRESS:	Scott@Jam520inc.com
AUTHORIZED SIGNATURE:	

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH DOOR	EXTENDED PRICE
1	6	Provide all labor, materials and equipment to remove and replace the overhead doors in accordance with the specifications.	\$15,733.00	\$ 94,398.00
TOTAL BASE BID			\$	94,398.00
Please indicate miles vendors facility is from Fire Station No. 73.			Emergency Service 15 miles. 130 miles to Warehouse.	
Please indicate vendors response time			Emergency within 3 hours. Normal Service M-F 24 hours.	
Manufacturer			Clopay / LiftMaster	
Model No 521 Series Aluminum Doors or equivalent			Clopay 902W5	
Shall warranty the above equipment for Parts, Labor and Travel for			Door Manufacture 5 years. Installation Labor 1 year.	

Clopay® Commercial Product Limited Warranty

Models 902, 903

For a period of five (5) years from the date of the purchase of your door, Clopay warrants the sections of the models 902 and 903 against paint finish cracking, checking or peeling (losing adhesion), as verified upon inspection by persons authorized by Clopay, we will replace or otherwise restore (at our option) any such defective door sections.

In addition, for a period of one (1) year from the date of your purchase of your door, we will repair or replace (at our option) any door section, parts or hardware that is defective in material or workmanship.

We will pay all labor and materials costs associated with any repair work described above, however, labor costs associated with the removal and reinstallation of any repaired sections and the installation of replacement sections will be your responsibility.

This warranty extends to and benefits only the original purchaser of the door and to normal usage when the door has been installed and maintained in accordance with the manufacturer's instructions.

Our warranty does not cover these items:

WE WILL NOT PAY FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR RESULTING FROM A DEFECTIVE DOOR SECTION, PARTS OR HARDWARE. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Our warranty shall not extend to or cover deterioration due to rust resulting from damage to the door section finish caused by fire, other accident or casualty, vandalism, radiation, harmful fumes or foreign substances in the atmosphere, or occurring as a result of any physical damage after the door left our factory, or failure to provide reasonable, necessary and proper maintenance. Nor shall our warranty extend to or cover any damages or claims with respect to any products that in any way or degree have been altered, processed, misused or improperly handled or installed.

If your door does not conform to this warranty, notify us in writing at the following address promptly after discovery of the defect: Clopay Building Products Company, 8585 Duke Blvd, Mason OH 45040.

WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, AS TO ANY MATTER WHATSOEVER, EXCEPT FOR ANY "IMPLIED WARRANTY" AS THAT TERM IS DEFINED IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SUCH IMPLIED WARRANTIES TO BE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



© 2010 Clopay Building Products Company, Inc.,
A Grillon Company

KEEP THIS DOCUMENT FOR YOUR RECORDS – DO NOT REMIT

Door Model _____

Installation Company _____

Address _____

City _____ State _____ Zip _____

Date of Purchase _____

CLOPAY COMMERCIAL – MODELS 902, 903 architectural series



CONSTRUCTION
2 1/8"
THICKNESS

WARRANTY
5YR
LIMITED
CONSTRUCTION

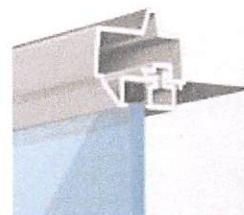
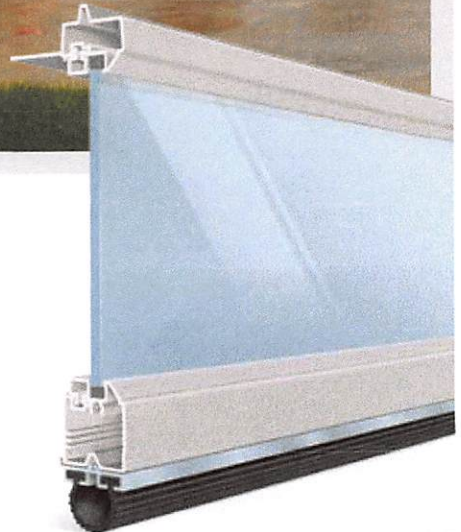
*Model 903 with Insulated Glass and Bottom
Insulated Aluminum Panel, Powder-Coated Frame*

ALUMINUM FULL-VIEW DOORS

Clopay Aluminum Full-View doors offer designers the flexibility to let varying degrees of light in while complementing the surrounding structure. A wide selection of standard and custom glazing types make a bold statement in retail and store environments.

- 2-1/8" (54 mm) thick construction, 6063-T5 extruded aluminum alloy with integral reinforcing fin for maximum durability.
- Exclusive, capped rail construction helps seal out the elements and adds to door durability.
- Tongue-and-groove meeting rail.
- Available in a wide variety of powder-coated and anodized finish colors.
- Many glazing options available, including thermal glass, Low-E glass and polycarbonate panels in various colors.
- Model 902 features 44" (1.1 m) on center panel spacing with limited glazing options. Model 903 is fully customizable and features equal panel spacing.

clopaycommercial.com



Integral reinforcing
fin adds durability
and strength.

OPTIONS

GLASS/PANEL OPTIONS



Full View



Solid Aluminum

CUSTOM POWDER COAT

Powder coat available in a variety of finishes, colors as well as custom formulations to complement your building design.

GLASS/PANEL OPTIONS



Clear Glass



Gray Tinted Glass



Bronze Tinted Glass



Mirrored Glass*



Obscure Glass



White Laminate Glass*



Frosted Glass or Acrylic



Clear Acrylic



Gray Acrylic



White Acrylic



Clear Polycarbonate



Bronze Polycarbonate



Clear Anodized Aluminum Panel

FRAME/SOLID PANEL COLOR OPTIONS



Clear Aluminum (Anodized)



Standard White



Bronze (Painted)



Chocolate (Painted)



Bronze (Anodized)*



Black (Anodized)*



Dark Bronze (Anodized)*

* Mirrored and laminate not available in 1/2".

* Additional cost and lead time may apply.

Glass thickness available in 1/8", 1/4" and 1/2". Low-E available on insulated glass. Tri-wall polycarbonate thickness available in 1/2". Panels can be aluminum to match the aluminum frame. Glass/acrylic panels may be combined with aluminum panels. Due to the anodizing process, slight color variation may occur. Custom powder coat, Color Blast® and anodized finish available. The use of "Bronze (Painted)" is recommended for a more consistent bronze finish color.

Acrylic windows require special cleaning. Never use products that contain ammonia or petroleum products to clean acrylic. Please visit clopaydoor.com/acrylic for complete details.

See your Clopay Dealer for details.

FEATURES

STANDARD HARDWARE

PVC vinyl astragal with aluminum retainer

Commercial 10-ball steel rollers (nylon tires available)

Steel step plate and lift handle

Heavy-duty galvanized end stiles

Inside slide lock for increased security

2" (50.8 mm) or 3" (76.2 mm) track

10,000 cycle springs

Galvanized aircraft cable with minimum 7:1 safety factor

Variety of track configurations to meet building specifications

MATERIALS AND CONSTRUCTION

Panel Thickness 2-1/8" (54 mm)

Exterior Surface 6062-T5 extruded aluminum alloy with integral reinforcing fin

Max Width 24'2" (7.4 m)

Max Height 20' (6.1 m)

Exterior Colors Standard White, Bronze and Chocolate Painted, Clear, Bronze, Black and Dark Bronze Anodized. Custom paint available.

Interior Color Standard White

Limited 5-Year

Warranties 1-Year material and workmanship

For special sizes, applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.

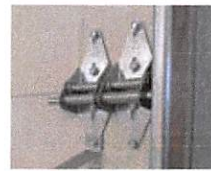


For more information on these and other Clopay products, call 1-800-526-4301 or visit clopaycommercial.com

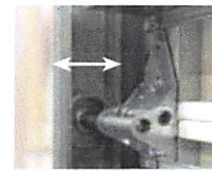


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HEAVY-DUTY HARDWARE (where not standard)



Double-end hinge



3" Track

HIGH CYCLE SPRINGS



25,000, 50,000 or 100,000 cycle springs available.

MULLIONS



Carry-away, roll-away or swing-up mullions are available on select sizes.

EXHAUST PORT



Can be cut into any type of sectional door. Available in select sizes.



WindCode® doors are available in many sizes and pressure ratings.



Upgrade your standard door with industrial-grade components.

DISTRIBUTED BY:



CMDC-903-11_REV1117



Corporate Overview
Licensing & Insurances
References etc.



JAM 5:20 INC.
9161 131st Place N. Suite D

Largo, Florida 33773

&

3030 N Rocky Point Rd. W Suite 150

Tampa, Florida 33607

Ken Thompson

Operations Director

Scott Weber

Business Development Director

FEI/EIN Number 800496759

License # CCC 1326217

License #CGC 1522881

License #CBC 1257880

Cage Code # 6VDZ9

DUNS # 022558742

Office 727-288-2191

Emails : Ken@Jam520construction.com /

Scott@Jam520construction.com

Bonded | Licensed | Insured



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**MILTON, VANCE L
VANCE L MILTON CONSTRUCTION INC
11911 S. CURLEY ST
SAN ANTONIO FL 33576**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CCC1326217

ISSUED: 08/14/2016

**CERTIFIED ROOFING CONTRACTOR
MILTON, VANCE L
VANCE L MILTON CONSTRUCTION INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608140003295**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CCC1326217

**The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

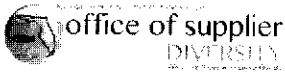
**MILTON, VANCE L
VANCE L MILTON CONSTRUCTION INC
11911 S. CURLEY ST
SAN ANTONIO FL 33576**



ISSUED: 08/14/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608140003295



The Department of Management Services' Office of Supplier Diversity "serves those who serve Florida."

The Office of Supplier Diversity provides resources designed to improve business and economic opportunities for Florida's woman-, veteran- and minority-owned businesses. Learn more about becoming a certified business enterprise at dms.myflorida.com/osd or call 850-487-0915.



To find out about State of Florida tools supporting statewide centralized procurement activities which have streamlined interactions between vendors and state government entities, please contact or visit the Department of Management Services' MyFloridaMarketPlace at: <https://vendor.myfloridamarketplace.com>

AC# 01693940

SIGNATURE

(For the protection of our professional license holders, this license contains hidden security features to prevent counterfeiting. Unauthorized reproduction is strictly prohibited and will be prosecuted to the fullest extent of the law)

The Department of Business and Professional Regulation (DBPR), issues licenses for many licensed businesses and practitioners in the State of Florida.

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at www.MyFloridaLicense.com. We encourage you to utilize these services to make address changes, licensing changes or to renew your license.

Name changes require legal documentation verifying the name change, which must be mailed to the DBPR. An original, a certified copy or a duplicate copy of an original or certified copy of a document that shows the legal name change will be accepted, unless the DBPR has a question about the authenticity of the document.

If applicable, the DBPR will send a renewal notice to your last known address or email address of record. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or online at www.MyFloridaLicense.com/contactus.

Please refer to your profession's governing statutes and Administrative codes for further information regarding renewals. These may be accessed from our website.

AC# 01693940



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

THOMPSON, KENNETH L
JAM 5:20 INC.
9161 131ST PLACE N. UNIT-D
LARGO FL 33773



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **Kenneth L Thompson**
DBA **Jam 5:20 Inc**

STATE CERT # **I-CGC1522881**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2017**
DATE OF ISSUANCE **06/13/2016**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC1522881 ISSUED: 07/17/2016

CERTIFIED GENERAL CONTRACTOR
THOMPSON, KENNETH L
JAM 5:20 INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1607170001761

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC1522881

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

THOMPSON, KENNETH L
JAM 5:20 INC.
9161 131ST PLACE N. UNIT-D
LARGO FL 33773



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170001761



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

THOMPSON, KENNETH L
JAM 5:20 INC
9161 131ST PLACE N. UNIT-D
LARGO FL 33773



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

THIS CERTIFIES THAT **Kenneth Lee Thompson**
DBA **Jam 5:20 Inc**

STATE CERT # **1-CBC1257880**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2017**
DATE OF ISSUANCE **06/13/2016**

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CBC1257880 ISSUED: 07/17/2016

CERTIFIED BUILDING CONTRACTOR
THOMPSON, KENNETH L
JAM 5:20 INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1607170001230

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CBC1257880

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

THOMPSON, KENNETH L
JAM 5:20 INC
9161 131ST PLACE N. UNIT-D
LARGO FL 33773



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170001230



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**HOME INSPECTORS LICENSING PROGRAM
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**THOMPSON, KENNETH L
11415 WALSHINGHAM RD
LARGO FL 33778**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
HOME INSPECTORS LICENSING PROGRAM**

LICENSE NUMBER	
HI5858	

The HOME INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: JUL 31, 2018

**THOMPSON, KENNETH L
11415 WALSHINGHAM RD
LARGO FL 33778**



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170000718

State of Florida

Department of State

I certify from the records of this office that JAM 5:20 INC. is a corporation organized under the laws of the State of Florida, filed on October 26, 2009.

The document number of this corporation is P09000087869.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 23, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of November, 2017*



Ken Datzner
Secretary of State

Tracking Number: CU7827612047

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

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

State of Florida

Department of State

I certify from the records of this office that VANCE L MILTON is a Fictitious Name registered with the Department of State on June 2, 2017.

The Registration Number of this Fictitious Name is G17000061190.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Third
day of June, 2017*

Ken DeFries

Secretary of State



Authentication ID: 100299918241-060317-G17000061190

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

<https://efile.sunbiz.org/certauthver.html>

State of Florida

Department of State

I certify from the records of this office that USA ROOFING SOLUTIONS is a Fictitious Name registered with the Department of State on September 14, 2017.

The Registration Number of this Fictitious Name is G17000102747.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Fifteenth day of September, 2017*

Ken DeJoy

Secretary of State



Authentication ID: 900303511689-091517-G17000102747

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

<https://efile.sunbiz.org/certauthver.html>

KENNETH LEE THOMPSON

11415 Walsingham Rd ♦ Largo, FL 33778 ♦ Phone: (727) 512-9066 ♦ klt1257@live.com

CONSTRUCTION MANAGER

- Over 20+ years of experience in all facets of project planning and operation.
- Extensive knowledge in the construction of in-fill custom homes, home remodels and commercial build-outs.
- Strong, productive and enduring relationships with customers, employees, subcontractors, suppliers and employers.

AREAS OF EXPERTISE

Program Management	Materials Management	Bidding & Contract Negotiation
General Contracting	Tools & Techniques	Quality Assurance
Construction Management	Green Building Methods	Exceptional Safety Record
Team Supervision	Site Development	Adherence to Budget & Timelines
Customer Relations	Estimating Project Costs	Cost Reduction Strategies
Vendor Relations	Blueprint Take-Offs	Critical Problem Solving

PROFESSIONAL EXPERIENCE

JAM 5:20, Inc., Largo, FL
Owner/President

2009–Present

- Created a remodeling business, while earning my bachelor's degree in Sustainability Management.
- Currently serving commercial, residential, and governmental customers while utilizing green building methodologies.

The Experts in Room Additions and Remodeling, Inc., Clearwater, FL
Production Manager

2008

- Managed projects from after sales through collecting final monies for this residential and commercial remodeling company (formerly Henry Kyle Remodeling, see below).

General Home Development of Pinellas, Inc., St. Petersburg, FL
Executive Supervisor

2005–2008

- Managed construction of 50+ homes, totaling in excess of \$10.5 million, dispersed throughout Pinellas County.
- Achieved a 65% improvement in schedule adherence.
- Implemented a paperless production management system.
- Oversaw inventory purchasing and control, subcontractors and subordinates, personally interfaced with all government agencies.

Henry Kyle Remodeling, Inc., St. Petersburg, FL
Production Expeditor

2003–2005

- Administered 8-10 (typically) independent projects simultaneously ranging from \$10k to \$800k.
- Controlled projects from after sale through collecting final monies.
- Supervised 15 full-time employees along with allied subcontractors and suppliers.

Kitchen Wizards, Inc., Austin, TX
Owner/Operator

1996–2001

- Operated a kitchen and bath remodeling franchise employing 5 full-time staff members.

Visual Odyssey, Inc., Temple, GA
Sales/Manager

1987–1995

- Handled manufacturing, marketing, and sales of educational tools for the chiropractic profession.
- Created direct mail advertising campaigns.
- Achieved single day telemarketing sales record of 6 sales, 1 was considered good.

EDUCATION

B.A.S. in Sustainability Management - St Petersburg College – 2012

Electronics Technician - Southwest School of Electronics – 1982

USAF Aircraft Crew Chief – 1977

CERTIFICATIONS

Florida Certified Building Contractor: CBC #1257880 – 2009 (Active)

Florida Home Inspector: HI #5858 – 2012 (Active)

Commercial Estimating - Construction Estimating Institute – 2009

Project Management - Construction Estimating Institute – 2010

Lead Certified - 2010

SKILLS

Organization / Supervision

Hiring and terminating employees, conducting meetings, improving processes, managing projects remotely, making the office paperless to save time in operations.

Government Relations

Permit documentation and procurement, relationship building with inspectors, utilities departments, civil departments, law enforcement, and code enforcement (Pinellas and Hillsborough Counties).

Computer

MS Project, Word, Excel, PowerPoint, Outlook, 20/20 Kitchen Design, Peachtree Accounting, QuickBooks, Acrobat, CorelDraw, PageMaker.

Miscellaneous

Published technical articles for trade magazines. Conducted training classes for health care professionals. Volunteer with 4 community service organizations in Pinellas County.

References Available Upon Request

SCOTT WEBER
P.O. BOX 3544
SEMINOLE, FLORIDA 33775
(727) 433-7770
sweber1111@gmail.com

EXECUTIVE MANAGEMENT: DIRECTOR, MANAGER, VP, BUSINESS DEVELOPMENT

Logistic management, central buying operations, business development consulting.

Accomplished entrepreneur, real estate developer, and executive leader with a portfolio of successes orchestrating the start up, growth, and optimization of diverse business with online services, real estate, consulting and government contracts.

Visionary executive leader with extensive expertise in logistics operations, risk management, contract negotiations, policy and procedure development and mediation for various corporations, proficient in organizational proficiencies, team and consensus building, policy and procedure developmental and problem resolution. Balanced corporate and customer focus-driven leader. Able to successfully grasp large organizational objectives to successfully orchestrate complex relationships and working environments, propelling greater stakeholder and partner loyalty and minimizing conflicts using superior mediation and management skills.

Business Development • Marketing • Negotiations • Organizational Development • Mediation • Growth Initiatives
Client Relations • Innovative problem solving • Consensus Building • Strategic Visionary
Events Planning Coordination • Community Relations • Needs Assessment • Team Builder & Player

PROFESSIONAL EXPERIENCE

Raylyn Corp & Jam 520 Inc. Tampa, Sarasota and Largo, FL
For Profit– Commercial & Government Contracting Organizations - 2009 - 2017
VP of Construction Services/Business development

Chief Leadership and organizational structure manager, as well as Budget Controls Program Development, interfacing with the CEO, Human Resources, Legal and Operations Directors.

Major Contributions: Instrumental in a collaboration effort focused on establishing company organizational directive, including;

- Vision and Mission Statements
- Strengths and Weakness Strategies
- Operations and Logistic Protocols
- Financials and Business Planning
- Market Analysis
- Public Relations and Marketing Tactics
- Facilities, Negotiations, Contracting
- Site Safety, Risk Management Protocols

Successfully negotiated multiple contracts yielding multi-million gross revenues.

O.T.H.E.R.S. INC., Pinellas Park, FL

Non profit– Construction & Housing Relocations Service Organization - 2008 - 2009

VP of Construction Services/Business development

Chief Leadership and organizational structure manager, as well as Budget Controls Program Development, interfacing with the CEO, COO, CFO, VP of Human Resources, Director of Information Technology, Legal and Operations Directors.

Major Contributions: Instrumental in a collaboration effort focused on establishing company organizational directive, including;

- Vision and Mission Statements
- Strengths and Weakness Strategies
- Operations and Logistic Protocols
- Financials and Business Planning
- Working with Philanthropic Foundations
- Market Analysis
- Public Relations and Marketing Tactics
- Facilities, Negotiations, Contracting
- Site Safety, Risk Management Protocols
- Prospectus and Pro forma preparations

A & E – PROVIDENT INVESTMENTS LLC, Madeira Beach, Florida - 2003 – 2008

Corporate Director/Operations & Logistics

Primary oversight of private capitol investment portfolio that varied from real estate acquisition, structure rehabilitation, highest, and best use analysis, online marketing to Department of Defense logistics contracts.

Major Contributions:

- Established Corporate Offices.
- Planned & Overseen Acquisitions to operation rehabilitation of a two million dollar model center.
- Managed a diverse staff to administrate a multi-million dollar real estate and construction operation in Madeira Beach and Redington Shores, Florida.
- Successfully negotiated multiple multi-million dollar contracts.
- Mediated million dollar litigation suits
- Implemented optimization of resources and protocols to save hundreds of thousands of dollars,
- Increased up to 100% equitable position in ventures by creative problem solving to optimize untapped value and leveraging old ideas into new ones.

IMMANUEL CHAPEL of OB INC., Largo, Florida 2004- present

Executive Board Member

CEO Hiring Committee Member

Budget Committee

Major Contributions:

- Fundraising
- Budget oversight
- Land & Building initiatives
- Volunteer programs
- Community awareness
- Marketing
- Special Events
- Leadership counseling

(October 2009)

**BAHAMA BAY, LLC, BAHAMA PALMS LLC, BAHAMA WINDS, LLC,
Redington Shores, Largo, Seminole and Madeira Beach, FL - 2002- 2008
Managing Member/VP of Operations/CLO**

Major Contributions:

Managing Member – primary responsibility – Negotiating, Acquisition, Design, Government approvals and Marketing Over-site.

Facilitated the development, and establishment of these start-up development corporations, overseeing strategic planning, business development, operations planning, and resource management.

Excelled in all areas of business management and cost control. Successfully boosted net equity margins two hundred percent (200%), by redevelopment procedure, rezoning, and density bonuses.

BAHAMA BAY, LLC

Major Contributions:

- Facilitated a four hundred thousand dollar rehabilitation and increased the project value by over a million dollars by cost controls and designs elements.
- Negotiated mitigation of Department of Environmental Protection regulations and Riparian Rights to allow a forty thousand dollar boat dock addition, adding over one hundred thousand dollars in value to the development and model center.
- Negotiated land density and design protocols to allow more buildable units, thereby increasing the land value by over one million dollars.
- Successfully cost shifted tens of thousands of dollars worth of infrastructure repairs to city and state saving bottom line Cost.
- Successfully negotiated vendor agreements, consolidating central purchasing for multiple locations and implementing Leadership and oversight, saving many thousands of dollars to the corporate organizations.
- Orchestrated a high level of documentation control, protocols, research and development procedure allowing the corporate attorneys the documentation needed to successfully arbitrate a serious Fire Marshall incident potentially saving the corporation over one million dollars in losses.

BAHAMA PALMS, LLC

Major Contributions:

- Negotiated density bonuses from city officials worth an estimated two plus million dollars.
- Discovered under used transferable development rights worth hundreds of thousands of dollars.
- Designed site layouts adding one hundred thousand dollars worth of additional value.
- Implemented cost control measuring, saving the company ten of thousand of dollars.
- Devised policies and procedures that documented an outside company's plot to extort one hundred thousand dollars from the LLC for a previous owner's abandoned agreement, which resulted in a Court Ordered win in the LLC's favor , valued at over one hundred thousand dollars.
- Negotiated a multi party deal with the Wal-Mart Corporation representatives and contiguous property owners worth over five million dollars.

(October 2009)

BAHAMA WINDS, LLC

Major Contributions:

- Negotiated a multi-million dollar acquisition agreement, saved over five hundred thousand dollars to the corporation.
- Resolved a property line and legal description dispute. Saving the company over one hundred thousand dollars.
- Successfully negotiated a two and one-half year uniformity of zoning and land use change agreement with City, County, and State resulting in a net density increase worth over two hundred thousand dollars.
- Successfully negotiated multi party agreement between the City, the previous owner and twenty plus mobile home residents to successfully avoid legal action and condemnation action, saving all parties untold thousand of dollars and further litigation.
- Successfully over seen asbestos abatement demolition and Progress Energy Procedure saving the company ten of thousands of dollars.

GENERAL HOME DEVELOPMENT - 2003 thru 2007

Consultant

Co-Development Partner

Major Contributions:

- Spearheaded organizational meetings for select marketing campaigns.
- Production, managed video and still production for select marketing facilitating initiatives, saving the corporation thousands of dollars.
- Branding and marketing assisting with model centers in Pasco, and Pinellas Counties.

AFFORDABLE HOUSING VENTURE, WORK FORCE HOUSING VENTURE, HOUSING CONSTRUCTION CONTRACTOR, Dade City, Florida - 2004- 2007

Executive Board Member

CEO Hiring committee member

Major Contributions:

- Board of Director and consultant, oversaw re branding, contracts, business redevelopment, hiring of a new CEO, contract negotiations with County Government officials on Housing initiatives and the refocus of marketing of Work Force Housing Venture, and management decisions for many rental apartment communities throughout Pasco County, Florida.

SAMARITAN'S PURSE, Boone, North Carolina- 2004 thru 2007

Volunteer logistics coordinator OCC Project Largo, FL 33771

- | | | |
|-----------------------|------------------------|----------------------|
| • Fundraising | • Collecting Donations | • Logistics |
| • Community awareness | • Distribution Centers | • Volunteer Programs |

A&E INVESTMENT GROUP INC. and PALMS OF TREASURE ISLAND FLORIDA -2000 – 2003

Operations Director

Corporate Director

- | | | |
|--|------------------------|-------------------------------------|
| • Property Acquisition | • Contract Negotiation | • Pro forma and Feasibility Studies |
| • Funding Package | • Lender Negotiation | • Property and Building Disposition |
| • Government Zoning and Rezoning Requisitions Rehabilitation | | • Marketing and Final Disposition |

(October 2009)

SOUTHERN WASTE SERVICES INC., Panama City, FL
MEREDITH MANAGEMENT, Philadelphia, PA
Chief Logistics Director/Officer

Major Contributions:

- Coordinated a fifty million dollar logistics cleanup operation for the Moran Shipping Agency, in Portland Maine.
- Interfaced with operations, planning, safety, and finance in support of environmental clean up efforts. Decontamination operations, and restoration projects.
- Coordinated a twenty million dollar logistics cleanup operation for Powell Duffran contamination cleanup, Savannah, GA.
- Cooperated with operations, planning, safety, and finance in support of environmental clean up efforts, restoration projects

SOUTHERN WASTE SERVICES/BEACHSIDE SERVICES
Panama City, FL and Pinellas Park, FL
Logistics and Shift Operation Manager

- Cooperated with operations, planning, safety, and finance in support of environmental clean up efforts. Decontamination Operations and restoration projects
- Tampa Bay collision fire and oil spill lightening wreck removal in Tampa Bay, FL
- Logistics and shift operations services for British HMS Naval Ships, U.S. Naval, Multi Nation , and NATO Fleet Ships in Hawaii, California, Florida, Georgia, South Carolina, North Carolina, Virginia, New York and New Jersey.

SUNCOAST WEST PROPERTIES, Seminole, FL
Operations Director

- Veteran's Administration contract for Bay Pines Medical Center Chief Operations and Logistics Director for Contract Site Plans to Field Maintenance Operations of an estimated one hundred acre U.S. Government facility.
- Responsibilities ranged from initial RFQ, RFP, and indefinite Quantity Contracting, answered to Contract Administrator .
- Additional Responsibilities included overseeing U.S. Department of Housing Contracts, all operations and logistics for property disposition inspections. Property Inspections for the Territorial Districts of North Dakota, South Dakota, Wyoming, Colorado, and Oklahoma.

TRINITY WORSHIP CENTER INC., Palm Harbor, Florida 1998 thru 2002
Executive Board Member
Building Committee

Major Contributions:

- | | | |
|-----------|----------------------|---------------|
| • Leasing | • Volunteer programs | • Building |
| • Legal | • Consulting | • Maintenance |

EDUCATION

St. Petersburg College

Residential and Commercial Real Estate studies:

- Contract Law
- Intellectual Property
- Elder Law
- Construction
- Property Inspection
- Architecture
- Engineering
- Mediations
- Litigation
- Title Abstracting
- Research & discovery
- Due diligence Reporting
- Real-estate Law
- Mapping
- Finance
- Estimating
- Interior Design
- Property Mgmt.

Environmental and Construction;

- Surveying
- Mitigation
- Soil Remediation
- Hazardous Materials
- Lead Paint
- Abatement
- Logistics
- Operations
- Warehouse configuration
- Inventory Management
- Communications
- Media Relations
- Sales Training
- Marketing
- Branding

General Business studies;

- Time Management
- Graphic Arts
- Printing
- Internet
- ISP's
- Photography
- Videographer
- Publishing
- Advertising
- Leadership
- Human Resources
- Consensus Building
- Diplomacy
- Mediation
- Counseling
- Mentoring
- Conflict Resolution
- Govt. Contracting
- Masterminding
- Mentoring
- Coaching
- Asset Mgmt.

Graduate of Franklin Covey Project management training and development
Maxwell Leadership Training:

- Developing the leaders around you
- The 21 irrefutable laws of leadership
- 17 laws if team work
- Effective leadership through Effective relationships

Extensive training in:

- Leadership
- Team Building
- Human Resources
- Consensus Building
- Diplomacy
- Mediation
- Counseling
- Ethics

The above mentioned education was academic and practical real business world application.

(October 2009)



CERTIFICATE OF LIABILITY INSURANCE

JAM52-1 OP ID: MS02

DATE (MM/DD/YYYY)

03/13/2017

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 Harr & Associates Insurance 11401 Seminole Blvd Largo, FL 33778 Kimberly Harr	CONTACT NAME: Kimberly Harr PHONE (A/C, No, Ext): 727-393-9146 FAX (A/C, No): 727-391-1754 E-MAIL: coi@harrins.com ADDRESS:
INSURED JAM 5:20, Inc. 9161 131st PI N Unit D Largo, FL 33773	INSURER(S) AFFORDING COVERAGE INSURER A: Western World INSURER B: Nautilus Insurance Company INSURER C: Amerisafe INSURER D: Lloyds of London 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 ☐ PROJECT ☐ LOC OTHER:	X	X	NPP8377640	02/16/2017	02/16/2018	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 Deductibl \$ 500
	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) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AN035795	02/16/2017	02/16/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	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	AVWCFL2550532016	11/21/2016	11/21/2017	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
D	Pollution Liabilit			PGIARK0630600	06/02/2016	06/02/2017	Limit 1,000,000 Deductibl 10,000

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

CERTIFICATE HOLDER

CANCELLATION

DEPBDC1	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2017

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 White-Hoskins-Cook Agency, Inc. 6821 Central Avenue P O Box 40160 St. Petersburg FL 33743	CONTACT NAME: Emma Everhart PHONE (A/C, No, Ext): (727) 381-4000 E-MAIL ADDRESS: emma@whitehoskinscook.com FAX (A/C, No): (727) 381-5050														
INSURED Jam 520', Inc. 11415 Walsingham Rd Largo FL 33778-2526	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Southern Owners</td><td>10190</td></tr><tr><td>INSURER B: Owners Insurance</td><td>32700</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern Owners	10190	INSURER B: Owners Insurance	32700	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Owners Insurance	32700														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1731424391**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	Y	20092979	2/16/2017	2/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Premises/Operations \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	Y	4909297900	10/13/2016	10/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 100,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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INS025 (201401)

Contacts:

Ken Thompson

9161 131ST Place N. Suite D
Largo, Florida 33773
Cell 727-512-9066
Office 727-288-2191
License #CGC 1522881
Ken@Jam520construction.com



Scott Weber

9161 131ST Place N. Suite D
Largo, Florida 33773
Cell 727-433-7770
Office 727-288-2191
License #CGC 1522881
Scott@Jam520construction.com



References &
Letters of Recommendation
Certifications



Mark C Knight
Construction Manager
Pinellas Suncoast Transit Authority
3201 Scherer Drive North
St Petersburg, Florida 33716
Phone: 727-540-1906
mknight@psta.net



Daniel Rodriguez
Project Manager I
HART
1201 East 7th Avenue
Tampa, FL 33605
Tel: (813) 384-6438
FAX: (813) 384-6283
RodriguezD@gohart.org



Capt Elkin Medina
6 MXS Maintenance Operations Officer
MacDill AFB FL
DSN: 968-9208
COMM: (813) 828-9208
elkin.medina@us.af.mil



Dennis Ecord, FMP
Support Operations Specialist
(727) 319-5800 x 6705 – desk
(727) 310-4448 – cell
dennis.ecord@va.gov



City of Largo
Chas Jordan
Asst. PW Director / Facilities Manager
Phone: 727-586-7397
cjordan@largo.com



Largo Public Works Department
1000 2nd St SE, Largo, FL 33771
Phone: (727) 586-7418
Police Dept.
201 Highland Ave, Largo, FL 33770

LARGO PUBLIC LIBRARY

Largo Public Library
120 Central Park Dr, Largo, FL 33771



Largo Fire Rescue





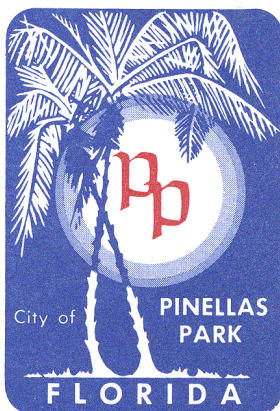
City of Clearwater
Dale Fitzpatrick
1900 Grand Ave.
Clearwater Florida
Phone: 727.562.4890 ext.2815
dale.fitzpatrick@myclearwater.com



International Labs, Inc.
2701 75th Street N
St. Petersburg, FL 33710
Larry Brewer
727-409-5257
lbrewer6@yahoo.com



Hope Church
7100 142nd Ave N
Largo, FL 33771
Pastor Rick Starrett
727-207-9136
pastorstarrett@aol.com



City of Pinellas Park
8000 60th Street North
Pinellas Park, FL 33780-1100
Purchasing Contacts
727-541-0750
kriley@pinellas-park.com



Pinellas County Schools
304 Forth Street South West,
Largo, FL 33770
Wayne LaFleur
lafleurw@pcsb.org



Shephard's Village
3025 Los Altos Drive #4
Belleair Bluffs, FL 33770
Phillis Alderman
(727) 216-1402 ext.500



City of Clearwater Florida
1900 Grand Ave.
Clearwater, Florida 33765
Pete Hagedus
727-562-4890 ext. 2813
pete.hagedus.@myclearwater.com



New Life Solutions
1910 East Bay Drive
Largo, FL 33771
Purchasing Contacts
727-216-1402



Hillsborough County Schools
901 East Kennedy Blvd,
Tampa, Florida 33602
Hung Pham
(813-272-4000)



Indian Rocks Baptist Church
12685 Ulmerton Rd.,
Largo, Florida 33774
Tom Oliphant
727-595-3421



New College of Florida
5800 Bay Shore Road,
Sarasota, FL 34243
Ronald Bell
941-730-7475
rbell@ncf.edu



City of St Pete Beach Florida
155 Corey Avenue
St. Pete Beach, FL 33706
Ian Wade
(727) 367-2735
iwade@st.petebeach.org



City of St Pete Beach Fire Department
Chief Nifong
Administration Offices
7301 Gulf Blvd.
St Pete Beach Florida
Phone: 727.363.9206
iwade@st.petebeach.org



Kenneth City Police Department
Chief Keven Reilly
4600 58th St N .,
Kenneth City, FL 33709
(727) 582-6200



City of St.Petersburg Florida
P.O. Box 2842
St. Petersburg, FL 33731 .
Dusty Kersey
727-863-934-0366
dusty.kersey@stpete.org



City of Clearwater Fire Department
Clearwater Fire & Rescue
1140 Court Street
Clearwater, FL 33756
Timothy Sparrow
Phone: (727) 324-2432
timothy.sparrow@myclearwater.com



Sarasota County

Bee Ridge Household Hazardous
Waste Facility Upgrades

Location: 8750 Bee Ridge Road
Sarasota, FL 34241

Contact: Ty Overmyer

Phone: (941) 232-6092

Email: tovermye@scgov.net

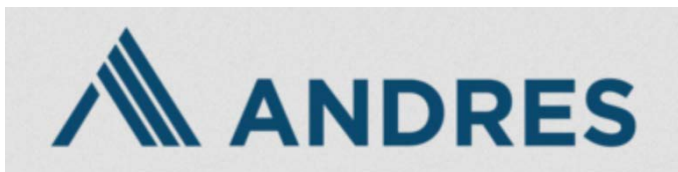


Chick-Fil-A, Inc.

Location: 5200 Buffington Road
Atlanta, GA 30349

Contact: Marc Micham

Phone: (404) 765-8000



Andres Construction

Nebraska Avenue, Tampa FL

Contact: Jeff Andres

Phone: (813) 482-2581

Material: GACO-Flex Roof System

4th Street, St.Petersburg FL

Contact: Jeff Andres

Phone: (813) 482-2581

Material: GAF TPO



Tommy Burns Construction

The Manor House

Location: Webster, FL

Contact: Tommy Burns

Phone: (813) 777-3705

Material: TROPICAL Roof System



WITHLACOOCHEE RIVER

Electric Cooperative, Inc.

A Touchstone Energy® Cooperative



GraceWorld
OUTREACH CHURCH

NRG
Nationwide
Realty Group
A Florida Real Estate Firm

Probation Office

14450 7th Street
Dade City, FL 33525
Contact: Otto Weitzenkorn
Phone Number: (813) 783-4986
Material: GACO-Flex Roof System

R X Care Pharmacy

14306 7th St, Dade City, FL 33523
Contact: Otto Weitzenkorn Phone

Withlacoochee River Electric Co-Op Inc. (WREC) Office

14651 21st St,
Dade City, FL 33523
Contact: Sandy Brown
Phone Number: (352) 567-5133 ext. 6330
Material: Mule Hide TPO

Grace World Outreach Church (Grace World FLC)

20366 Cortez Blvd, Brooksville, FL 34601
Contact: Ron Hansen
Phone Number: (352) 796-3685
Material: Durolast Roof System

Nationwide Realty Group

4815 E Busch Blvd.
Tampa, FL 33576
Contact: Alex Chong



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

MAY 05 2015

In Reply Refer To: 00VE

Mr. Kenneth Thompson
JAM 5:20 Inc
DUNS: 022558742
9161 131st Pl. N, Suite D
Largo, FL 33773

Dear Mr. Thompson:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that JAM 5:20 Inc has been verified as a Veteran-owned small business (VOSB) and added to the Veteran business database at www.vip.vetbiz.gov. JAM 5:20 Inc will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote JAM 5:20 Inc's verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_v.jpg

To ensure that JAM 5:20 Inc is correctly listed in the Vendor Information Pages, check JAM 5:20 Inc's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that JAM 5:20 Inc is in compliance with the regulation, JAM 5:20 Inc must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in JAM 5:20 Inc being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to JAM 5:20 Inc's verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm JAM 5:20 Inc's continued program eligibility.

At any time if JAM 5:20 Inc discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business Administration

Page 2.

Mr. Kenneth Thompson

(SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in JAM 5:20 Inc being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Gault', is written over the typed name and title.

J. Gault
Acting Director



CITY OF CLEARWATER

1900 GRAND AVENUE, CLEARWATER, FLORIDA 33755
TELEPHONE (727) 562-4890 FAX (727) 562-4684

SOLID WASTE/GENERAL SERVICES DEPARTMENT

Subject: Letter of Recommendation/ Jam 520 Construction, Inc.

May 4, 2015

To Whom It May Concern,

This letter of reference is to briefly describe the working relationship that I have experienced with the local firm, **Jam 520 Construction, Inc.** My initial contact with them came about as a result to a public bid that was conducted in March 2014, I believe, for a bid to construct two, single story concrete block storage building structures for the City of Clearwater Public Utilities Dept. at the Arcturas Ave. complex. The company representatives conducted themselves with the utmost respect and professionalism throughout the course of that process. They ultimately were awarded the contract for that project and successfully completed the work according to our specifications and expectations.

The following is a descriptive list of that project and others that JAM 520 has done for us:

- 1) **Job# 1311803/1311804** - Construction of two concrete block storage room structures at the Public Utilities Complex
May – Aug 2014 **\$72,487.00** Completed the project successfully within acceptable timeframe. Pleased with outcome of project and how contractor and employees conducted themselves.
- 2) **Job# 1410633** - Installation of new roof drain and connection to underground piping at Brighthouse Stadium.
Oct.-Nov. 2014 **\$14,835.00** Completed the project successfully within acceptable timeframe. Pleased with outcome of project and how contractor and employees conducted themselves
- 3) **Job# 1311123** - Repair of existing plumbing drain in concession area at Brighthouse Stadium.
Apr. 2015 **\$2,400.00** Completed the project successfully within acceptable timeframe. Pleased with outcome of project and how contractor and employees conducted themselves
- 4) **Job# 1411370** - Remodel existing area at Garden Ave. Parking Garage Offices for new Traffic Citation area.
Jan. 2015 –In-progress **\$15,331.00** Project started and was temporarily delayed by installation of new A/C system by Bldg.&Maint. Div. / project delayed due to change order request for additional work made by City / project currently delayed due to extra work required to correct sidewalk elevation at building entrance. Project should resume in about 7 working days. Bldg. & Maint. Div. satisfied that contractor is conducting situation properly.

Respectfully,

Pete Hegedus

A handwritten signature in blue ink, appearing to read "Pete Hegedus", is written over the printed name.

Supervisor, Building & Maintenance Division

City of Clearwater/Solid WasteDept./General Services Dept.

1900 Grand Ave.

Clearwater, Florida 33765





5-4-15

City of Clearwater Engineering
P.O. Box 4748
Clearwater, FL 33758-4748

To whom it may concern,

Scott Weber and the Team from Jam 520 Construction have been involved with virtually every facility construction project for over 4 years.

The most notable projects are the ongoing Charter School expansion that began in 2010-2011 and has continued to present. The projects included oversight of a 20,000 sq. ft. educational facility remodel with a budget of \$490,000. Also, there was a 5,000 square foot Church office build out valued at \$125,000. Then in 2012-2013, the school needed additional rooms for its expanding population. Scott Weber and his company oversaw a concrete block addition of a 5,000 sqft classroom extension at a cost of \$350,000. Additionally; in 2013-2014 more classroom expansion of the campus took place with the addition of an 8,000 square feet modular building at a cost of \$400,000.

Our organization's experience has been very positive and we highly recommend Scott Weber and Jam520 Construction for any building or construction needs.

Regards,

A handwritten signature in blue ink that reads "Pastor Rick Starrett". The signature is fluid and cursive, with the last name "Starrett" being more prominent.

Pastor Rick Starrett
Vice President
Hope Church
rstarrett@wearehopechurch.com
PH: 727-531-3891



INTERNATIONAL LABS, INC.

2701 75th St N, St Petersburg, FL 33710
(727) 343-1548

11-1-2014

Re: Letter of recommendation

To whom it may concern,

Scott Weber and Ken Thompson of Jam 520 Construction have performed work in our facility for over five years. During this time, they have performed professionally with excellent workmanship and we have been satisfied with every project completed.

Because we are a pharmaceutical packaging plant, our facilities require a great deal of due diligence and detail orientation because we are a clean environment facility. Many of the jobs performed were done in constructed areas of encapsulation and timed as not to disrupt our 24-hour operation.

Some of the projects they have completed over the years have included the following: Engineered concrete wall removal, large overhead rollup door installation, production floor recoating, numerous wall repairs of up to 100 linear feet, multiple fire rated steel door replacements, office remodeling, office construction, office demolition, clean room office wall installations, compressor room exhaust ventilation design and installation, mechanical concrete floor pad installation, assistance with life& fire safety systems installation, and other various miscellaneous construction related projects. The aggregate dollar value of the projects exceeds \$300,000 in value.

In conclusion, we highly recommend Scott Weber, Ken Thompson and the Jam 520 Construction team.

Larry Brewer
Building Facilities Supervisor
International Labs Inc.
E-Mail: larry.brewer@internationallabs.com
Cell 727-409-5257
PH: 727-322-7171

May 1, 2015

To whom it may concern:

I have had the privilege of working with Ken Thompson and Jam 5:20 Inc. for 3 years. I am happy to write a letter of recommendation for him. My relationship with him has been one of mutual respect along with years of friendship. My role as Facilities Manager has been the impetus for our relationship, but the partnership in working with Ken exists because of a deep level of respect and trust.

Over the years, Ken Thompson has completed a number of jobs here on the campus of First Baptist Church of Indian Rocks and Indian Rocks Christian Schools. Our partnership with Ken does not simply end with the signatures on the contract. Instead, Ken has always been able to give us recommendations and his working knowledge has helped us save money when a change in the scope of a job ever came up.

Recently, Jam 5:20 has completed a job at our "Smiley's Coffee House" that included the removal of an old bar well under plywood and filling with dirt then concreting in, repairing drywalls that had been damaged, installing new drywall, building new walls and finishing, replacing drop in ceiling panels, replacing an steel door frame and door and patching masonry to match the exterior of the building.

All work performed by Jam 5:20 during this job, April 2014-May 2014, were completed in a professional, efficient and expedient fashion. We were additionally pleased with the cleanup Ken's crew did at the end of the job as they left the building spotless and ready to use. He displays a humble joy at the completion of every job he has done for us as if he is happy to see his work being used to help us make the campus comfortable for all the teaching that occurs here.

I have no reservations in strongly recommending Ken Thompson as a professional partner. Please do not hesitate to contact me for any further information regarding Ken.

God's Blessings.



Tom Oliphant
Facilities Manager
First Baptist Church of Indian Rocks
Indian Rocks Christian School
12685 Ulmerton Rd
Largo, FL 33774
727-595-3421 Office



THE CITY OF ST. PETERSBURG SMALL BUSINESS ENTERPRISE CERTIFICATION

This certificate is awarded to

Jam 5:20, Inc

Federal Identification Number: **80-0496759**

SBE Certification Number: 0615-15357

Certification is Applicable in:

Construction Services: General Contractor & Construction Management

Re-Certified: July 10, 2017

Expires: July 10, 2019

Signature

Claude S. Williams,
Economic Development Coordinator
The Greenhouse

July 10, 2019

Date



In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as, renew your certification with this agency every two years in order to maintain your certification with the City of St. Petersburg. However, if at anytime the composition of the SBE status of your firm changes you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.

July 10, 2017

Mr. Ken Thompson,
Jam 5:20, Inc.
9161 131st Place North, Suite D
Largo, FL 33773

RE: Small Business Enterprise Certification, City of St. Petersburg

Dear Mr. Thompson:

The Greenhouse (formerly the Business Assistance Center) of the City of St. Petersburg's Planning & Economic Development Department is pleased to inform you that your firm's request for certification as a Small Business Enterprise (SBE) has been approved in the following specialty areas: **Construction Services: General Contractor & Construction Management. Your SBE Certification Number is 0615-15357.**

Your certification is valid through **July 10, 2019**. SBE certification qualifies your company to compete and bid on City of St. Petersburg projects as a small owned and operated company. **It is not an automatic guarantee that your company will receive work. Please note that your Occupational/Business Tax Certificate expires on September 30, 2014 (prior to the expiration of your SBE Certification on July 20, 2019). Please keep your Business Tax Certificate valid and upon renewal kindly forward**

The Greenhouse encourages you to attend our monthly workshops that are geared to assist SBEs to become more successful. The workshop calendar is located on the web at: www.stpete.org/bac or you can call (727) 893-7146. If you have any questions, please contact me at (727) 551-3408. Much success to you in your business endeavors.

Sincerely,



Claude S. Williams,
Economic Development Coordinator
The Greenhouse

CSW: CW
Attachment: SBE Certificate

cc: Certification File



440 Second Ave. N.
St. Petersburg, FL 33701
727-893-7146

www.stpetegreenhouse.org

UNIQUE SURETY
AND INSURANCE
SERVICES, LLC



A Member of National Association of Bond Producers

• 3801 PGA Blvd • Suite 600 • Palm Beach Gardens • Florida • 33410

Telephone: 561-429-3600

Fax: 561-899-0650

URL: www.bondwithunique.com

November 17, 2016

City of Belleair Beach

Attn: City Manager

444 Causeway Boulevard

Belleair Beach Florida 33786

To Whom It May Concern:

We hereby confirm that Jam 5:20, Inc. is a highly valued client of The Ohio Casualty Insurance Company. We have supported Jam 5:20, Inc on single contracts of \$400,000 *** Four Hundred Thousand Dollars*** and \$800,000 ***Eight Hundred Thousand Dollars*** aggregate.

Please be advised that all requests for performance and payment bonds are subject to the review and acceptance of the terms and conditions of the contract by the Surety Company and satisfactory evidence of financing for the job, and the normal underwriting review by the surety at the time of the request of the bonds. This letter merely renders an opinion and does not constitute a bid bond or consent of surety. We assume no liability to you or to third parties if for any reason The Ohio Casualty Insurance Company declines to issue the bonds.

The Ohio Casualty Insurance Company is listed on the U.S. Department of Treasury's Listing of Certified Companies and has AM Best rating of A Financial Size Category XV (\$2 billion or greater).

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert S. Goldstein", written over a horizontal line.

Robert S. Goldstein, Attorney-In-Fact

UNIQUE SURETY
AND INSURANCE
SERVICES, LLC



History of Completed Projects

JAM 520 Inc.

-Past 3 Years-

Pinellas County Schools

Countryside High School

Auditorium Remodel

Value: \$150,000

City of Clearwater Florida

Clearwater Beach Sidewalk Rehabilitation

Value: \$65,000

City of Clearwater Florida

Clearwater Beach Recreational Center Remodel

Value: \$180,000

City of Clearwater Florida

Bright House Field

Miscellaneous Rehabilitation

Value: \$14,000

City of Clearwater Florida

City of Clearwater Parking Office Renovation

Value: \$14,000

City of Clearwater Florida

Storm Shelter Building

Construction

Value: \$72,000



PSTA

Pinellas Suncoast Transit Authority

Park-and-Ride Largo Florida
Site Redevelopment and Rehabilitation
Value: \$160,000

City of St. Petersburg Florida

Walter Fuller Center
Facility Rehabilitation and Waterproofing
Value: \$75,000

City of St. Petersburg Florida

Port Security Office Rehabilitation and Build Out
Value: \$135,000

City of St. Petersburg Beach Florida

St. Petersburg Beach Library
Administrative Office Build Out
Value \$20,000

City of St. Petersburg Beach

St. Petersburg Beach Fire Department
New Bay Doors and Bathroom Rehabilitation
Value: \$90,000

Immanuel Chapel Church

Various Church Projects, Additions, and Remodels
Value: \$450,000

Hillsborough County Schools

Hannah Warehouse
Waterproofing and Exterior Rehabilitation
Value: \$75,000

Hillsborough County Schools

9161 131st PL. N. Suite D. Largo, FL 33773
Office Phone: (727) 288-2191



Thonotosassa Elementary School
Covered Walkway Installation
Value: \$50,000

Hillsborough County Schools
Jefferson High School
Café in Credit Union Build Out
Value: \$55,000

Sarasota County
Gulf Gate Library
Rehabilitation of the Exterior Decorative Wall
Value: \$25,000

City Of Largo Florida
Largo Police Department
Remodel
Value: \$175,000

City Of Largo Florida
Fire Departments
Bay Door Replacements
Value: \$160,000

City Of Largo Florida
Fire Departments
Grease Trap Renovations
Value: \$155,000

City Of Largo Florida
Largo Library
Bathroom Renovations
Value: \$20,000

Department of Veterans Affairs
Bay Pines Veterans Hospital

9161 131st PL. N. Suite D. Largo, FL 33773
Office Phone: (727) 288-2191



Shelter Construction

Value: \$72,000

United States Air Force

McDill Air Force Base

Specialty Work on F 4 Aircraft

Value: \$58,000

Pasco County Florida

Boy Scout Shelter

Shelter Construction

Value: \$45,000

Pasco County Florida

Veterans Recreational Center

Gym Door Replacement

Value: \$15,000

International Lab Corporation

Tyrone Florida

Multiple Warehouse Rehabilitation Projects

Value: \$300,000

City of Pinellas Park Florida

Recreational Center

Historical Center Remodel

Value: \$155,000

Kenneth City of Florida

Police Department

Lobby Rehabilitation

Value: \$6,000

9161 131st PL. N. Suite D. Largo, FL 33773

Office Phone: (727) 288-2191



New College of Florida

Sarasota Campus

Various Waterproofing and Historical Restoration of the Famous Ringling
family Home
Value: \$200,000

Indian Rocks Baptist Church

Largo Florida

Various Remodeling Projects
Value: \$50,000



NOTICE OF INTENT TO AWARD

ITB #18-08 REPLACEMENT OF FIREHOUSE OVERHEAD DOORS

January 26, 2018

On January 25, 2018 purchasing received three (3) submittals for ITB #18-08 Replacement of Firehouse Overhead Doors.

After review of the proposals submitted, City Staff has made its recommendation to award to Overhead Door of Daytona Beach, Florida. In the amount of \$74,520.00.

Recommendation to award will be presented for City Council approval on February 20, 2018.

**David Battaglia
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B7d) Intent to award ITB 18-09 to Odyssey Manufacturing Company for Water Reclamation Facility Chemical Tanks Removal and Replacement

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve bid award ITB 18-09 Water Reclamation Chemical Tanks Removal and Replacement to Odyssey Manufacturing Company in the amount of \$108,000 and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

The Water Reclamation Facility utilizes Poly Aluminum Chloride in the process of treating incoming sewerage. There are 2 tanks currently storing the chemical on site. Each tank is approximately 20 years old, installed at the same time. The tanks are constructed of fiberglass and hold approximately 9,300 gallons each. One of the current tanks has developed a leak that cannot be repaired. The tank must be replaced. Replacing the leaking tank requires welding and grinding work around the highly flammable Methanol tanks.

Purchasing Department issued a bid request for the removal and replacement of the two (2) (Poly Aluminum Chloride) chemical tanks as described in the bid ITB 18-09 specifications. Two (2) bid were received:

Talton Construction Company	\$192,000
Odyssey Manufacturing Company	\$108,000

After a thorough review of the bids and references, the Public Utilities Department is requesting the bid award to Odyssey Manufacturing Company as the lowest, responsive bid.

Project No.: SSP002 Funding Account No.: 403 0400 535 6397

ATTACHMENTS:

1.	Odyssey Manufacturing Co Standard Contract for Services with City of Port Orange	Odyssey Manufacturing Co Standard Contract for Services with City of Port Orange.pdf
2.	Department Justification Memo	Department Justification Memo.pdf
3.	ITB# 18-09 TABULATION(01-19-18)	ITB# 18-09 TABULATION(01-19-18).pdf

4.	18-09 INTENT TO AWARD (1-26-18)	18-09 INTENT TO AWARD (1-26-18).pdf
5.	ITB 18-09 ODYSSEY Mfg. Co RESPONSE ITB 18-09	ITB 18-09 ODYSSEY Mfg. Co RESPONSE ITB 18-09 .pdf
6.	18-09 TALTON Co. RESPONSE(1-19-18)	18-09 TALTON Co. RESPONSE(1-19-18).pdf
7.	ITB 18-09 WRF Chem Tank	ITB 18-09 WRF Chem Tank.pdf
8.	ITB 18-09 ADDENDUM NO.1	ITB 18-09 ADDENDUM NO.1.pdf
9.	ITB 18-09 ADDENDUM NO. 2 (01-15-18)	ITB 18-09 ADDENDUM NO. 2 (01-15-18).pdf

Julia Wiggins	Created/Initiated - 01/30/2018
Rick Wilson	Approved - 01/30/2018
Lynn Stevens	Approved - 01/30/2018
James Tillman	Approved - 01/30/2018
Tracey Riehm	Approved - 02/08/2018
Margaret Roberts	Approved - 02/09/2018
Jake Johansson	Approved - 02/12/2018
Robin Fenwick	Final Approval - 02/13/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, 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 **ODYSSEY MANUFACTURING CO.** ("Contractor"), a Delaware corporation whose principal address is 1484 Massaro Boulevard, Tampa, Florida 33619. 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 all materials and labor for the removal and disposal to two (2) chemical storage tanks at the water reclamation facility located at 817 Oak Street, which shall include the installation of two (2) new cross-linked polyethylene, double walled, 6,000 gallon storage tanks, and all plumbing to make the system operational, and as further described in the scope of work in Invitation to Bid No. 18-09 ("ITB 18-09"), Addendum No. 1, Addendum No. 2, and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-09 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor shall warranty the equipment for parts, labor and travel for two (2) years.

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

Term: The term of this Contract shall commence on February 20, 2018. Work shall be substantially completed within 150 calendar days from issuance of a Notice to Proceed, and final completion 30 days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1" and 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, 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 written 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 total base bid price as set forth in Exhibit "1," in an amount not to exceed One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00). 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 Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. 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.
☒	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	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	

☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination

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 two (2) 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. 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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Odyssey Manufacturing Co.
Attention: Patrick Allman, General Manager
1484 Massaro Boulevard
Tampa, Florida 33619
(813) 635-0339 – Telephone
(831) 630-2589 – Facsimile
pallman@odysseymanufacturing.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:

ODYSSEY MANUFACTURING CO.

Printed Name: _____

By: _____

Marvin T. Rakes, 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.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Marvin T. Rakes, as President of Odyssey Manufacturing Co., a Delaware 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 _____, 2018, 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 _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Schedule of Unit Prices and Scope of Services

Consisting of 31 Pages



**"ATTACHMENT 1" ITB 18-09 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT**

ITB# 18-09

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:

Odyssey Manufacturing Company

CONTACT PERSON:

Patrick Allman

EMAIL ADDRESS:

pallman@odysseymanufacturing.com

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH TANK	EXTENDED PRICE
1	2	Provide all labor, materials and equipment to remove and replace two (2) chemical tanks in accordance with the specifications.	\$ 54,000.00	\$ 108,000.00
TOTAL BASE BID				\$ 108,000.00
Shall warranty the above equipment for Parts, Labor and Travel for				2 years

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed competitive bids for the removal and disposal of two (2) chemical storage tanks and to provide installation of new chemical tanks at the water reclamation facility.

SCOPE OF WORK:

Contractor shall provide all materials and labor to remove two (2) existing fiberglass chemical tanks (9,300 gallons each) and provide two (2) new cross-linked polyethylene, double walled, storage tanks (6,000 gallons each) including all plumbing to make the system operational. Work will require removal of the existing roof cover (aluminum and metal based) and repair of all existing holes. The contractor shall be responsible for the proper disposal of removed tanks and plumbing. The City will be responsible to empty and flush the tanks. The contractor shall re-surface existing containment floor (or lining) prior to new tank installation and the material used shall stand up to and (or) comply with the chemical Poly Aluminum Chloride. The contractor will then install new roof cover after the two (2) new tanks are installed. The Contractor shall also replace all existing 2-inch and 4-inch piping (including valves) that is used for filling the two (2) tanks; and which also feeds the two (2) chemical pumps. All work will be performed at the Water Reclamation Facility located at 817 Oak Street, Port Orange, FL. 32127.

CONTRACTOR QUALIFICATIONS / REQUIREMENTS:

The contractor must be able to prove that he or she has experience in performing this type of work. Contractor must be licensed and insured and legally qualified to perform work in the State of Florida and provide all necessary documentation including FDEP notification as required. The cost from the contractor/bidder must include: labor, materials, equipment, tools, supplies, disposal, bonds, insurance, start-up, etc. Contractor must supply a multi-year parts and labor warranty/agreement. Contractor must obtain all necessary permits including hot work, building permits, etc., on site at all times.

TANK SPECIFICATIONS:

Two (2) each 6,000-gallon cross-linked XLPE chemical tanks (double wall) each tank will include:

- One 4-inch u-vent
- One 18"-24" safe surge manway
- One 3-inch fill line
- One 4-inch fitting for future ultrasonic level up top
- One 3-inch fitting at bottom which will tie into existing piping/pumps
- One reversible sight-glass on each tank with two isolation valves
- Complete tank restraint system (galvanized ties)

SAFETY:

All work will be performed in a timely and professional manner with great caution and within OSHA guidelines. The contractor will be responsible for the proper disposal of the existing two (2) FRP 9,300 gal. tanks. Workers must be equipped with all the proper safety equipment/gear when performing work. Any deviation (complication) from the work being performed must be immediately communicated with plant managers/staff. All required hot work permits or other recommended procedures must be followed in accordance with OSHA guidelines.

CHEMICAL USED IN TANKS:

Poly Aluminum Chloride (Alpha 2005). A copy of the material safety data sheet is attached to these specification for convenience. In addition, the chemical area to be worked in also contains methanol, a highly explosive chemical. The methanol system two (2) tanks will be emptied and purged prior to the start of the project but precautions must still be taken.

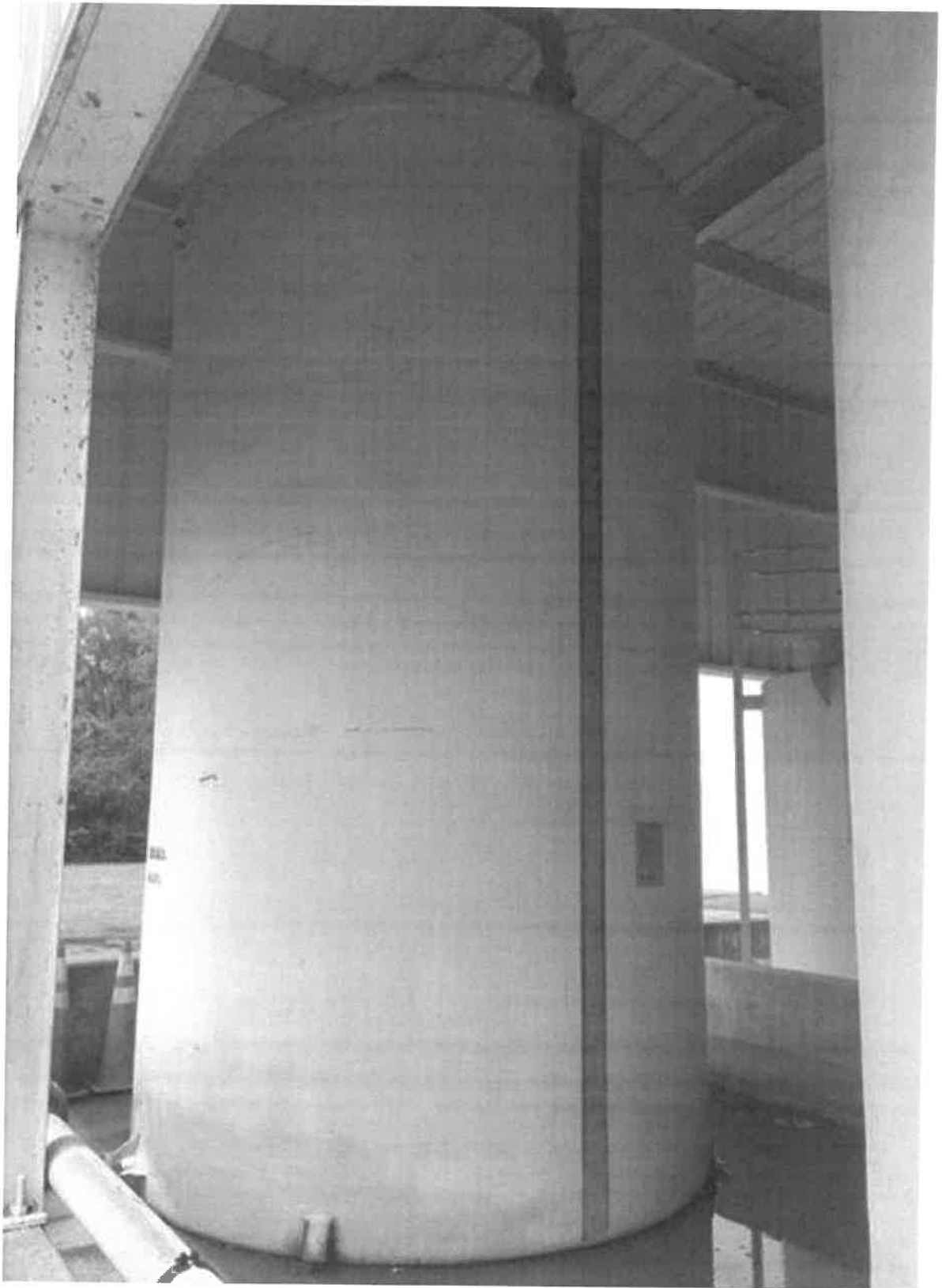
FLOOR AREA:

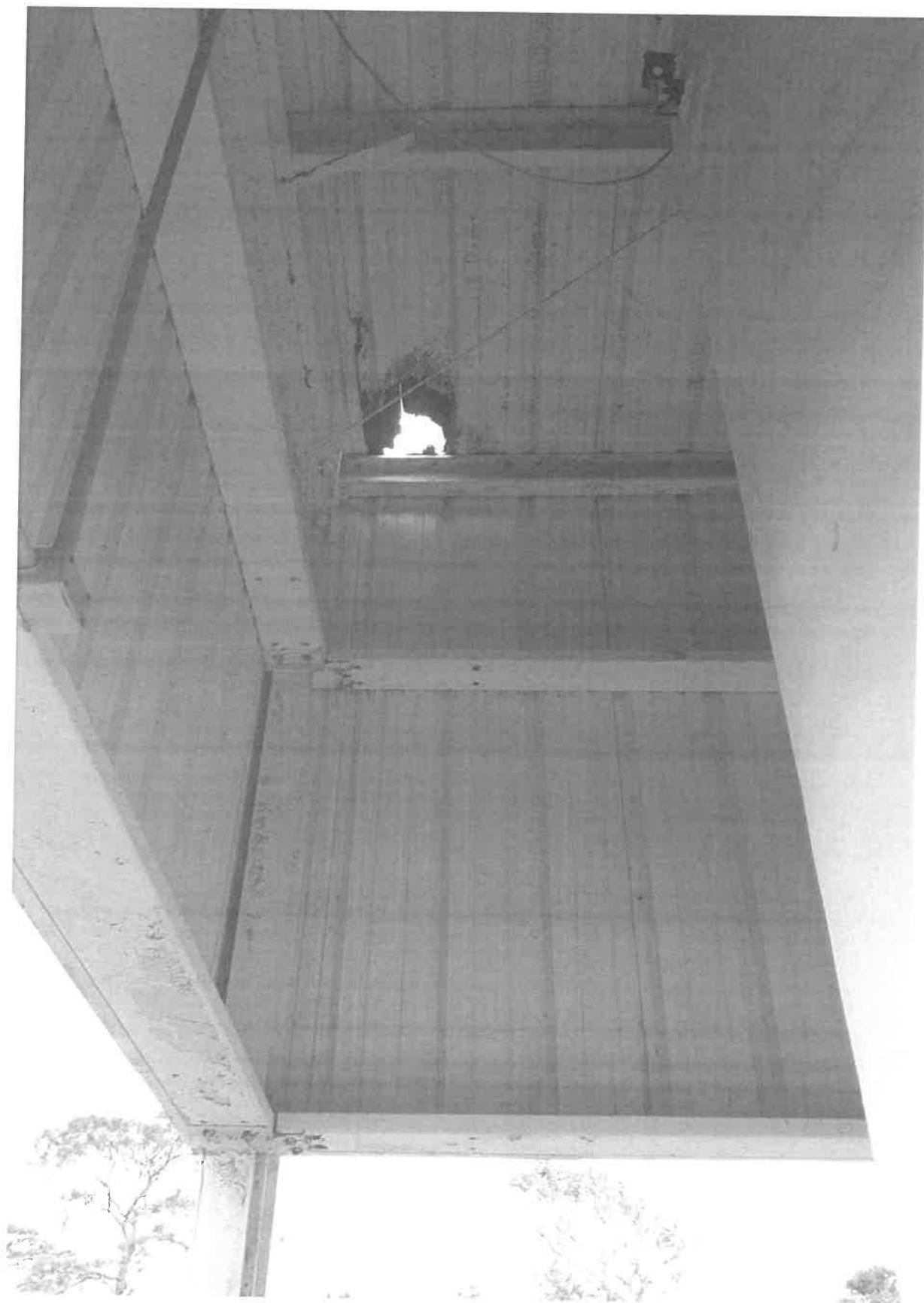
The floor area to be re-surfaced (lined or concreted) measures 16ft. (wide) and 32ft. long (length). There is concrete wear throughout the years that needs to be addressed with a poly-type or concrete re-surfacing.

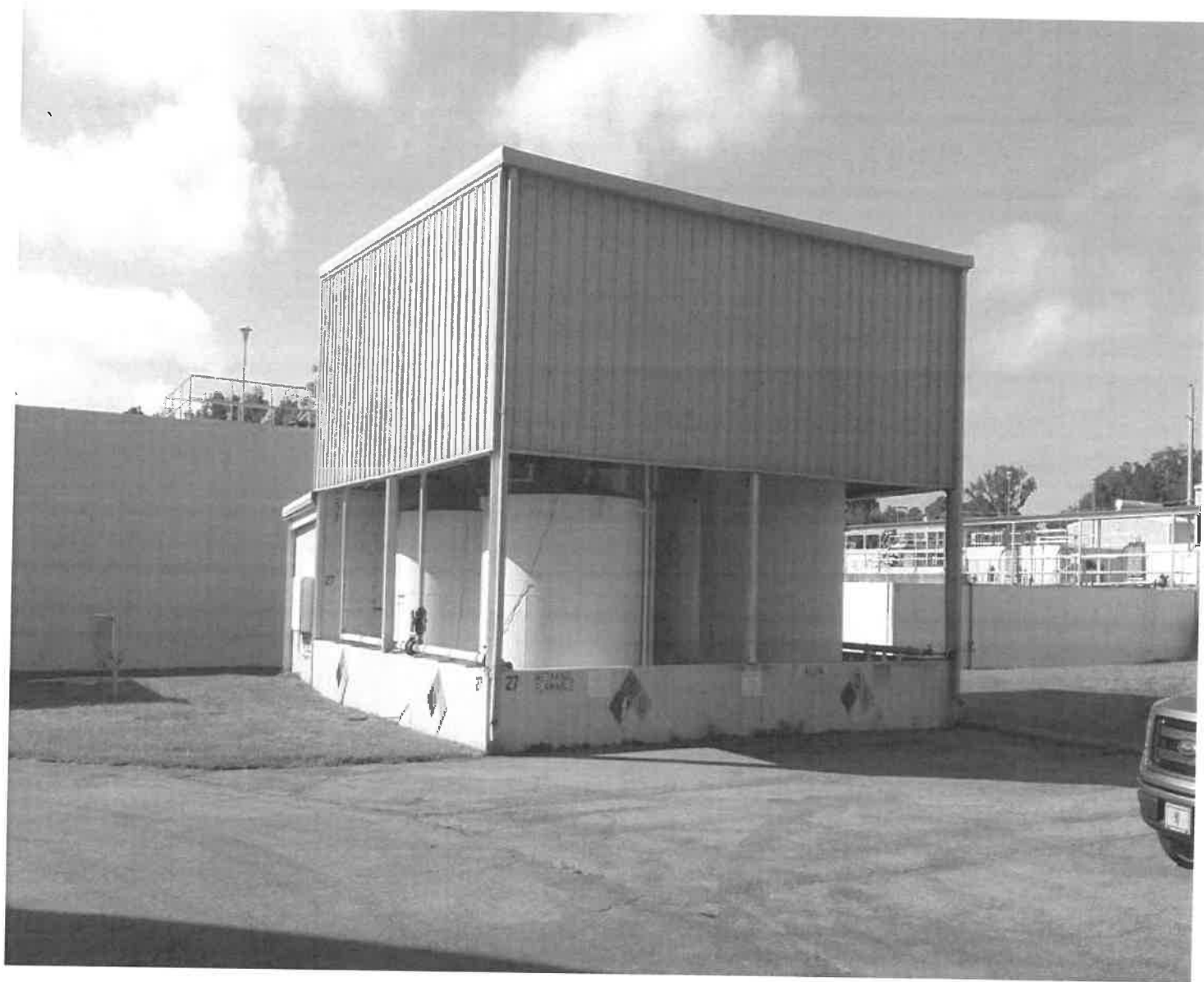
PLUMBING TANKS:

The contractor shall be responsible for all supplies and materials required to connect the new tanks to the existing feed system and filling station.

[Remainder of this page left intentionally blank]







These are some pics of the area to be worked and tanks replaced; small methanol tanks to the left and (2) large 9300 gallon (fiberglass) tanks that are being replaced to the right.



SAFETY DATA SHEET

ALPHA 2005

Section 1. Identification

GHS product identifier : ALPHA 2005

Other means of identification : Not available.

Relevant identified uses of the substance or mixture and uses advised against

Not available.

Supplier's details : Gulbrandsen Technologies, Inc.
2 Main Street
Clinton, NJ 08809
Phone: 908-735-5458

e-mail address of person responsible for this MSDS : SDSinfo@gulbrandsen.com

Emergency telephone number : CHEMTREC, U.S. : 1-800-424-9300 International: +1-703-527-3887
CCN# 9962

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : ACUTE TOXICITY (oral) - Category 4
SKIN CORROSION/IRRITATION - Category 1
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Harmful if swallowed.
Causes severe skin burns and eye damage.

Precautionary statements

Prevention : Wear protective gloves. Wear eye or face protection. Wear protective clothing. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.

Section 2. Hazards identification

- Response** : IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or physician. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or physician. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician.
- Storage** : Store locked up.
- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations.
- Hazards not otherwise classified** : None known.

Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Not available.

CAS number/other identifiers

- CAS number** : Not applicable.
- Product code** : Not available.

Ingredient name	%	CAS number
Aluminum Chloride, Hexahydrate	10 - 30	7784-13-6
Iron Trichloride	2 - 10	7705-08-0

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician.
- Inhalation** : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Section 4. First aid measures

- Skin contact** : Get medical attention immediately. Call a poison center or physician. Wash contaminated skin with soap and water. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Causes serious eye damage.
- Inhalation** : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.
- Skin contact** : Causes severe burns.
- Ingestion** : Harmful if swallowed. May cause burns to mouth, throat and stomach.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain
watering
redness
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
- Ingestion** : Adverse symptoms may include the following:
stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : No specific fire or explosion hazard.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
halogenated compounds
metal oxide/oxides

Special protective actions for fire-fighters : No special measures are required.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Spill : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). The spilled material may be neutralized with sodium carbonate, sodium bicarbonate or sodium hydroxide. Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Keep away from alkalis. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. See also Section 8 for additional information on hygiene measures. Remove contaminated clothing and protective equipment before entering eating areas.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Separate from alkalis. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Iron Trichloride	NIOSH REL (United States, 6/2009). TWA: 1 mg/m ³ , (Fe) 10 hours. Form: Soluble ACGIH TLV (United States, 3/2012). TWA: 1 mg/m ³ , (Fe) 8 hours. OSHA PEL 1989 (United States, 3/1989). TWA: 1 mg/m ³ , (Fe) 8 hours. Form: Soluble

- Appropriate engineering controls** : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Section 8. Exposure controls/personal protection

- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or supplied air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Liquid.
- Color** : Orange-brown
- Odor** : Acrid. [Slight]
- Odor threshold** : Not available.
- pH** : 1 to 2
- Melting point** : -50°C (-58°F)
- Boiling point** : 106°C (222.8°F)
- Flash point** : Not applicable.
- Burning time** : Not applicable.
- Burning rate** : Not applicable.
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 5.3 kPa (40 mm Hg) [room temperature]
- Vapor density** : 1 [Air = 1]
- Relative density** : 1.2 to 1.3
- Solubility** : Easily soluble in the following materials: cold water and hot water.

Section 9. Physical and chemical properties

Solubility in water : Not available.
Partition coefficient: n-octanol/water : Not available.
Auto-ignition temperature : Not available.
Decomposition temperature : Not available.
SADT : Not available.
Viscosity : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Incompatible materials : Reactive or incompatible with the following materials: oxidizing materials.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Aluminum Chloride, Hexahydrate	LD50 Oral	Rat	3311 mg/kg	-
Iron Trichloride	LD50 Oral	Rat	316 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Aluminum Chloride, Hexahydrate	Skin - Mild irritant	Human	-	72 hours 7500 µg Intermittent	-

Sensitization

Skin : There is no data available.
Respiratory : There is no data available.

Mutagenicity

There is no data available.

Carcinogenicity

There is no data available.

Reproductive toxicity

Section 11. Toxicological information

There is no data available.

Teratogenicity

There is no data available.

Specific target organ toxicity (single exposure)

There is no data available.

Specific target organ toxicity (repeated exposure)

There is no data available.

Aspiration hazard

There is no data available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential acute health effects

- Eye contact** : Causes serious eye damage.
- Inhalation** : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.
- Skin contact** : Causes severe burns.
- Ingestion** : Harmful if swallowed. May cause burns to mouth, throat and stomach.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact** : Adverse symptoms may include the following:
 - pain
 - watering
 - redness
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Adverse symptoms may include the following:
 - pain or irritation
 - redness
 - blistering may occur
- Ingestion** : Adverse symptoms may include the following:
 - stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

- Potential immediate effects** : No known significant effects or critical hazards.
- Potential delayed effects** : No known significant effects or critical hazards.

Long term exposure

- Potential immediate effects** : No known significant effects or critical hazards.
- Potential delayed effects** : No known significant effects or critical hazards.

Potential chronic health effects

- General** : No known significant effects or critical hazards.

Section 11. Toxicological information

Carcinogenicity	: No known significant effects or critical hazards.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	1134.1 mg/kg

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Iron Trichloride	Acute EC50 9600 µg/l Fresh water Acute LC50 30060 µg/l Fresh water Acute LC50 20.26 mg/L Fresh water Chronic NOEC 0.7 mg/L Fresh water	Daphnia - Daphnia magna Crustaceans - Ceriodaphnia dubia Fish - Lepomis macrochirus Daphnia - Daphnia pulex - Neonate	48 hours 48 hours 96 hours 21 days

Persistence and degradability

There is no data available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Iron Trichloride	-	20	low

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe

Section 13. Disposal considerations

way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	UN3264	UN3264	UN3264
UN proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride) RQ (Ferric Chloride)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride)
Transport hazard class(es)	8 	8 	8 
Packing group	III	III	III
Environmental hazards	No.	No.	No.
Additional information	Reportable quantity 4000 lbs / 1816 kg [383.79 gal / 1452.8 L] Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according : Not available.
to Annex II of MARPOL
73/78 and the IBC Code

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
United States inventory (TSCA 8b): All components are listed or exempted.
Clean Water Act (CWA) 311: Iron Trichloride; Hydrogen Chloride

Clean Air Act Section 112 : Not listed
(b) Hazardous Air Pollutants (HAPs)

Clean Air Act Section 602 : Not listed
Class I Substances

Section 15. Regulatory information

Clean Air Act Section 602 : Not listed
Class II Substances

DEA List I Chemicals : Not listed
(Precursor Chemicals)

DEA List II Chemicals : Not listed
(Essential Chemicals)

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
Hydrogen Chloride	0.1 - 1	Yes.	-	-	-	-

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Immediate (acute) health hazard

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Aluminum Chloride, Hexahydrate Iron Trichloride	10 - 30 2 - 10	No. No.	No. No.	No. Yes.	Yes. Yes.	No. No.

State regulations

Massachusetts : The following components are listed: Iron Trichloride
New York : The following components are listed: Iron Trichloride
New Jersey : The following components are listed: Iron Trichloride
Pennsylvania : The following components are listed: Iron Trichloride

California Prop. 65

No products were found.

International regulations

International lists : **Australia inventory (AICS):** All components are listed or exempted.
China inventory (IECSC): All components are listed or exempted.
Japan inventory: All components are listed or exempted.
Korea inventory: All components are listed or exempted.
Malaysia Inventory (EHS Register): Not determined.
New Zealand Inventory of Chemicals (NZIoC): All components are listed or exempted.
Philippines inventory (PICCS): All components are listed or exempted.
Taiwan inventory (CSNN): Not determined.

Chemical Weapons : Not listed
Convention List Schedule I Chemicals

Section 15. Regulatory information

Chemical Weapons : Not listed
Convention List Schedule
II Chemicals

Chemical Weapons : Not listed
Convention List Schedule
III Chemicals

Section 16. Other information

History

Date of issue mm/dd/yyyy : 06/15/2014
Version : 1
Revised Section(s) : Not applicable.
Prepared by : KMK Regulatory Services Inc.
Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



KMK Regulatory Services

Tel : +1-888-GHS-7769 (447-7769) / +1-450-GHS-7767 (447-7767)
www.kmkregservices.com www.askdrluc.com www.ghssmart.com



Transport Symbol(s)	WHMIS	NFPA	Personal Protective Equipment

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

Product Name: MicroC[®] 3000

Publication Date: December 28, 2016

Product Code: NA

Replaces: May 13, 2015

Product Use: A reducing agent for biological processes

Supplier Information:

Environmental Operating Solutions, Inc
160 MacArthur Blvd., Unit 6
Bourne, MA 02532

Phone: 508-743-8440
Fax: 508-743-8443
Website: www.microc.com

EMERGENCY TELEPHONE NUMBER:

CHEMTREC

800-424-9300

2. HAZARDS IDENTIFICATION

Emergency Overview

Danger. Highly flammable liquid and vapour. Causes serious eye damage. Vapors may be irritating to eyes, nose, throat, and lungs. Inhalation, ingestion or skin absorption of methanol can cause significant disturbance in vision, including blindness. Not for human consumption.

Appearance
Clear to Slightly cloudy and Colorless to Amber

Physical State
Liquid

Odor
Slight Alcohol to Pungent

Classification according to 29 CFR 1910, amended to conform to the United Nations' Globally Harmonized System of Classification and Labelling of Chemicals (GHS):

Serious Eye Damage / Eye Irritation	Category 1
Specific Target Organ Toxicity (STOT) Single Exposure.	Category 1 Affected organs: Optic nerve (nervus opticus), central nervous system.
Flammable Liquids	Category 2

OSHA / GHS Label Elements

Signal Word:	Danger
GHS Hazard Pictogram(s):	
Hazard Statement(s):	H225 Highly flammable liquid and vapour H318 Causes serious eye damage H370 Causes Damage to organs. (Affected organs: optic nerve (nervus opticus), central nervous system.)

Safety Data Sheet

Prevention Precautionary Statements:

Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Use only non-sparking tools. Take precautionary measures against static discharges. Ground/bond container and receiving equipment. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe fume/gas/mist/vapours/spray. Wash hands and exposed skin thoroughly after handling.

Response Precautionary Statements:

In case of fire: Use Alcohol-resistant foam / dry chemical / carbon dioxide (CO2) to extinguish. Do not use a solid water stream as it may scatter and spread fire. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If on skin (or hair): Take off immediately, all contaminated clothing. Rinse skin with water. If exposed: Get medical advice/attention.

Storage Precautionary Statements:

Store locked up. Store in a well-ventilated place. Keep cool.

Disposal Precautionary Statements:

Dispose of contents/container in accordance with all applicable national and local regulations.

Up to 0 % of the mixture consists of ingredient(s) of unknown acute oral toxicity.

Up to 25 % of the mixture consists of ingredient(s) of unknown acute dermal toxicity.

Up to 20 % of the mixture consists of ingredient(s) of unknown acute inhalation toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Family

Alcohols

The following component(s) in this product are considered hazardous under applicable OSHA (USA), WHMIS (Canada), and/or NOM-002-SCT-2003 (Mexico) regulations

Chemical Name	CAS-No	Weight %	North American Substance Hazard Class
Methyl alcohol	67-56-1	65-80%	Flam. Liq. 3. Acute Tox. 3. (oral). (dermal). (inhalation). STOT SE, Cat. 1. Affected organs: Optic nerve (nervus opticus), central nervous system. See section 8 for OELs. 29 CFR 1910.1000 Air Contaminant.
2-Propanol	67-63-0	25% max.	OSHA / GHS: Flam. Liq. 2. Eye Irrit. 2. STOT SE 3. (inhalation). See section 8 for OELs. IDL (1.0%). Carc. 1A. 29 CFR 1910.1000 Air Contaminant.
Ethyl alcohol	64-17-5	20% max.	Flam. Liq. 2. Eye Irrit. 2. See section 8 for OELs. 29 CFR 1910.1000 Air Contaminant.
1-Propanol	71-23-8	5% max.	OSHA / GHS: Flam. Liq. 2. Eye Dam. 1. STOT SE 3. (inhalation). See section 8 for OELs. IDL (1.0%). 29 CFR 1910.1000 Air Contaminant.

Additives / Other Ingredients:

Also contains: Water. Propylene glycol.

Safety Data Sheet

4. FIRST AID MEASURES

Description of first aid measures

Eye Contact Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first five minutes, then continue rinsing eye. Seek Medical advice.

Skin Contact Wash off immediately with soap and plenty of water removing all contaminated clothes and shoes. Consult a physician if necessary.

Inhalation Move to fresh air in case of accidental inhalation of vapors. Artificial respiration and/or oxygen may be necessary. Call a physician immediately.

Ingestion Clean mouth with water and afterwards drink plenty of water. Do not induce vomiting without medical advice. Never give anything by mouth to an unconscious person. Swallowing methanol in significant quantities can be potentially life threatening. Onset of symptoms may be delayed for up to 18-24 hours after ingestion. Call a physician or Poison Control Centre immediately.

Protection of First-aiders Use personal protective equipment. Remove all sources of ignition.

General Advice When symptoms persist or in all cases of doubt seek medical advice.

Most important symptoms and affects, both acute and delayed

Eyes Risk of serious damage to eyes.

Skin May cause slight skin irritation.

Inhalation Inhalation of methanol can cause significant disturbance in vision, including blindness. Inhalation of high vapor concentrations may cause symptoms like headache, dizziness, tiredness, nausea and vomiting. Inhalation of vapors in high concentration may cause irritation of respiratory system. In humans, ethanol is readily absorbed by the oral and inhalation routes, is distributed throughout all tissues and organs and is readily, metabolized and excreted.

Ingestion May cause drowsiness and dizziness. Lack of coordination. Nausea. Vomiting. Abdominal pain. Unconsciousness. Ingestion may cause irritation to mucous membranes. Ingestion of methanol may be fatal or cause blindness.

Main Symptoms Nausea. Vomiting. Dizziness. Drowsiness. Coma. Severe vision effects, including increased sensitivity to light, blurred vision, and blindness may develop following an 18-24 hour symptom-free period after ingestion.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Contains methanol. Acute exposure to methanol, either through ingestion or breathing high airborne concentrations can result in symptoms appearing between 40 minutes and 72 hours after exposure. Symptoms and signs are usually limited to the Central Nervous System (CNS), eyes and gastrointestinal tract. A profound metabolic acidosis occurs in severe poisoning and serum bicarbonate levels are a more accurate measure of severity than serum methanol levels. Treatment protocols are available from most major hospitals and early collaboration with appropriate hospitals is recommended. Ethanol significantly decreases the toxicity of methanol because it competes for the same metabolic enzymes, and has been used to treat methanol poisoning.

5. FIRE-FIGHTING MEASURES

Flammable Properties

Flammable liquid. Vapors may cause flash fire or explosion. Vapors may form explosive mixtures with air. Material may pose fire hazard because it is dispersed (or spread) by water.

Extinguishing media

Suitable Extinguishing Media Alcohol-resistant foam. Dry chemical. Carbon dioxide (CO₂). Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Evacuate area and fight fire from a safe distance. Cool closed containers exposed to fire with water spray.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter and spread fire.

Special hazards arising from the substance or mixture

Hazardous Combustion Products Thermal decomposition can lead to release of irritating gases and vapors, Carbon monoxide (CO), Carbon dioxide (CO₂), Formaldehyde, Formic Acid.

Specific Hazards Arising from the Chemical Risk of ignition. Keep product and empty container away from heat and sources of ignition.

Sensitivity to mechanical impact No information available.

Sensitivity to static discharge Yes.

Advice for fire-fighters

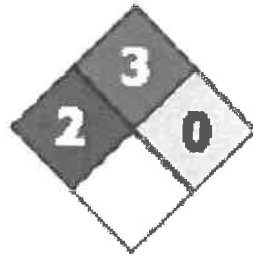
Protective Equipment and Precautions for Firefighters As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Safety Data Sheet

NFPA

Health 2
Flammability 3

Stability and Reactivity 0
Physical hazard None known



6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Use personal protective equipment. Avoid contact with the skin and the eyes. Remove all sources of ignition. Take precautionary measures against static discharges. Pay attention to flashback.

Environmental Precautions

Prevent further leakage or spillage if safe to do so. Prevent product from entering drains.

Methods and Materials for Containment and Cleaning Up

Small spills: Allow to evaporate if it is safe to do so or contain and absorb using earth, sand or other inert material then transfer into suitable containers for recovery or disposal. Ventilate contaminated area thoroughly. Use non-sparking tools. Do not use electrical equipment unless it is intrinsically safe.

Large spills: Dike or dam to contain for later disposal. Cover drains. Contact emergency authorities.

7. HANDLING AND STORAGE

Handling

Wear personal protective equipment. Avoid contact with skin and eyes. Keep away from open flames, hot surfaces and sources of ignition. Take precautionary measures against static discharges. To avoid ignition of vapors by static electricity discharge, all metal parts of the equipment must be grounded. Use product only in closed system. Do not breathe vapors or spray mist. Use only in area provided with appropriate exhaust ventilation.

Storage

Keep away from heat and sources of ignition. Keep in properly labelled containers. Keep containers tightly closed in a cool, well-ventilated place.

Safety Data Sheet

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limits

Components with workplace control parameters.

Chemical Name	ACGIH TLV	OSHA PEL	Mexico	NIOSH
Methyl alcohol	STEL: 250 ppm TWA: 200 ppm	TWA: 200 ppm TWA: 260 mg/m ³	TWA: 200 ppm (LMPE-PPT) TWA: 260 mg/m ³ (LMPE-PPT) STEL: 250 ppm (LMPE-CT) STEL: 310 mg/m ³ (LMPE-CT) Skin	IDLH: 6000 ppm Skin STEL: 250 ppm STEL: 325 mg/m ³ TWA: 200 ppm TWA: 260 mg/m ³
2-Propanol	STEL: 400 ppm TWA: 200 ppm	TWA: 400 ppm TWA: 980 mg/m ³	TWA: 400 ppm (LMPE-PPT) TWA: 980 mg/m ³ (LMPE-PPT) STEL: 500 ppm (LMPE-CT) STEL: 1225 mg/m ³ (LMPE-CT)	IDLH: 2000 ppm 10% LEL STEL: 500 ppm STEL: 1225 mg/m ³ TWA: 400 ppm TWA: 980 mg/m ³
Ethyl alcohol	STEL: 1000 ppm	TWA: 1000 ppm TWA: 1900 mg/m ³	TWA: 1000 ppm (LMPE-PPT) TWA: 1900 mg/m ³ (LMPE-PPT)	IDLH: 3300 ppm 10% LEL TWA: 1000 ppm TWA: 1900 mg/m ³
1-Propanol	TWA: 100 ppm	TWA: 200 ppm TWA: 500 mg/m ³	TWA: 200 ppm (LMPE-PPT) TWA: 500 mg/m ³ (LMPE-PPT) STEL: 250 ppm (LMPE-CT) STEL: 625 mg/m ³ (LMPE-CT) Skin	IDLH: 800 ppm Skin STEL: 250 ppm STEL: 625 mg/m ³ TWA: 200 ppm TWA: 500 mg/m ³

Appropriate Engineering Controls

Ensure adequate ventilation, especially in confined areas. Apply technical measures to comply with the occupational exposure limits. Ensure that eyewash stations and safety showers are close to the workstation location.

General Hygiene Considerations

When using, do not eat, drink or smoke. Regular cleaning of equipment, work area and clothing. Handle in accordance with good industrial hygiene and safety practice.

Personal Protective Equipment

Eyeface Protection.

Tightly fitting safety goggles.

Skin and Body Protection

Neoprene gloves. Long sleeved clothing. Chemical resistant apron. Antistatic boots. Appropriate body protection should be selected based on activity and possible exposure. Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used.

Respiratory Protection

Wear a positive-pressure supplied-air respirator with full facepiece. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.



9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Clear to Slightly cloudy and Colorless to Amber

Physical State

Liquid

Odor

Slight Alcohol to Pungent

Odor Threshold

No information available

pH

No information available

Flash Point

Approx. 11-25 °C / 52-77 °F (closed cup)

Autoignition Temperature

Estimated > 464 °C / 867 °F

Boiling point

Approx. 84.5 °C / 148.1 °F

Melting/Freezing Point

Estimated > -98 °C / -144 °F

Decomposition temperature

No information available

Oxidizing Properties

No information available

Flammability Limits in Air

Upper: 36% (Methanol) Lower: 3.3% (Ethanol)

Safety Data Sheet

Water Solubility	Miscible
Evaporation Rate	Approx. 2.1 [Butyl acetate = 1.0]
Vapor Pressure	Approx. 128 hPa @ 20°C
Vapor Density	1.1 (Air = 1.0)
Partition Coefficient (n-octanol/water)	No information available

10. STABILITY AND REACTIVITY

Reactivity May react violently with very strong oxidising agents.

Stability Stable under normal conditions.

Possibility of Hazardous Reactions Hazardous polymerization does not occur.

Conditions to Avoid Heat, flames and sparks. Incompatible products.

Incompatible Materials Strong oxidizing agents. Alkali. Strong acids. Inorganic substances. Bromine pentafluoride. Ammonia. Peroxides. Perchlorates.

Hazardous Decomposition Products Thermal decomposition can lead to release of irritating gases and vapors. Carbon monoxide (CO). Carbon dioxide (CO₂). Formaldehyde. Formic acid.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Acute toxicity		Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components). Ingestion, inhalation, or dermal absorption of even small amounts of methanol may result in methanol poisoning. The minimal lethal dose of methanol in humans has not been fully determined at this time. Due to the nature of the product constituents, sufficient data has not yet been identified to classify the mixture as a whole for acute toxicity. Appropriate care should be taken to avoid oral, dermal, and inhalation exposure. Ethanol significantly decreases the toxicity of methanol because it competes for the same metabolic enzymes, and has been used to treat methanol poisoning.			
Chemical Name	Weight %	LD50 Oral	LD50 Dermal	LC50 Inhalation	
Methyl alcohol	65-80%	5628 mg/kg Rat	15800 mg/kg Rabbit	64000 ppm Rat 4 h 83.2 mg/L Rat 4 h	
2-Propanol	25% max.	1870 mg/kg Rat	4059 mg/kg Rabbit	72600 mg/m ³ Rat 4 h	
Ethyl alcohol	20% max.	7060 mg/kg Rat	> 5000 mg/kg	124.7 mg/l	
1-Propanol	5% max.	1870 mg/kg Rat		13548 ppm Rat 4 h	
Skin corrosion/irritation		Based on available data, the classification criteria are not met. (Classification is based on available literature data).			
Serious eye damage/eye irritation		Eye Dam. Cat. 1: Causes serious eye damage. (Classification is based on available literature data for the significant mixture components).			
Respiratory or skin sensitisation		Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).			
Germ cell mutagenicity		Based on available data, the classification criteria are not met.			
Carcinogenicity		Based on available data, no evidence of carcinogenicity. NOTE: Ethanol is only classified as carcinogenic as ingested in alcoholic beverages.			
Chemical Name	Weight %	OSHA	NTP	ACGIH	IARC
2-Propanol	25% max.	Present			Group 1 - Carcinogenic to Humans
Ethyl alcohol	20% max.	Present	Known	A3 - Confirmed Animal Carcinogen	

Safety Data Sheet

Reproductive toxicity	The product, as a whole, is not considered to be a reproductive hazard according to the classification criteria of OSHA/GHS. Methanol is known to result in teratogenicity and embryotoxicity in animals, and is considered a WHMIS hazard at levels > 0.1%. ETHANOL: FERTILITY (for ethanol): NOAEL (oral, mouse) = 13.8g/kg (OECD416 equiv.) NOAEC (inhalation, rat) >16,000ppm DEVELOPMENTAL TOXICITY (OECD414 equiv): NOAEL (oral) = 5.2g/kgbw/day NOAEC (inhalation) = 39mg/l. Source IUCLID chapter 7.8 summary In humans excessive consumption of alcoholic beverages during pregnancy is associated with the induction of Fetal Alcohol Syndrome in the offspring causing reduced birth weight and physical and mental defect to occur. There is no evidence that such effects might be caused by exposures other than direct ingestion of alcoholic drinks. Blood ethanol concentrations resulting from ethanol exposure by any route other than deliberate and repeated oral consumption are unlikely to reach levels associated with reproductive or developmental effects. From the available data, it can be concluded that it is impossible to reach the doses of ethanol required to produce any sort of adverse reproductive response other than by repeated oral consumption of large amounts of ethanol, doses normally only associated with problem drinking, and therefore classification for reproductive or developmental toxicity in the context of a chemical substance is not appropriate or warranted.
STOT - single exposure	STOT SE, Cat. 1. Affected organs: Optic nerve (nervus opticus), central nervous system. (Classification is based on available literature data for the significant mixture components).
STOT - repeated exposure	Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).
Aspiration hazard	Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).

Potential health effects

Eyes

Risk of serious damage to eyes.

Skin

May cause slight skin irritation.

Inhalation

Inhalation of methanol can cause significant disturbance in vision, including blindness. Inhalation of high vapor concentrations may cause symptoms like headache, dizziness, tiredness, nausea and vomiting. Inhalation of vapors in high concentration may cause irritation of respiratory system. In humans, ethanol is readily absorbed by the oral and inhalation routes, is distributed throughout all tissues and organs and is readily metabolized and excreted.

Ingestion

May cause drowsiness and dizziness. Lack of coordination. Nausea. Vomiting. Abdominal pain. Unconsciousness. Ingestion may cause irritation to mucous membranes. Ingestion of methanol may be fatal or cause blindness.

Main Symptoms

Nausea. Vomiting. Dizziness. Drowsiness. Coma. Severe vision effects, including increased sensitivity to light, blurred vision, and blindness may develop following an 18-24 hour symptom-free period after ingestion.

Neurological Effects

Poison, may be fatal or cause blindness if swallowed. Substance may be absorbed through the skin which can contribute to damage to the optic nerve resulting in permanent vision changes, loss of vision, or total blindness.

Safety Data Sheet

12. ECOLOGICAL INFORMATION

Ecotoxicity

We have no quantitative data concerning the ecological effects of this product. Component-level values are listed below.

Chemical Name	Fresh Water Algae	Acute Fish Toxicity	Daphnia (Water flea)	Effects on micro-organisms	Other
Methyl alcohol		LC50: 96h 18-20mg/L (Oncorhynchus mykiss) static LC50: 96h 19500-20700mg/L (Oncorhynchus mykiss) flow-through			
2-Propanol	EC50: 96h 1000 mg/L (Desmodesmus subspicatus) EC50: 72h 1000 mg/L (Desmodesmus subspicatus)	LC50: 96h 9640mg/L (Pimephales promelas) flow-through LC50: 96h 11130mg/L (Pimephales promelas) static LC50: 96h 1400000µg/L (Lepomis macrochirus)	EC50: 48h 13299 mg/L (Daphnia magna)		
Ethyl alcohol	Chlorella vulgaris, 72hr: EC50 275mg/l, EC10 11.5mg/l; Selenastrum capricornutum, 72hr, EC50: 12.9g/l, EC10=0.44g/l; Chlamydomonas eugametos, 48hr, EC50: 18g/l, NOEC=7.9g/l	LC50 (96hr) Salmo gairdneri: 13g/l; Pimephales promelas: 13.5, 14.2 and 15.3g/l.	(48hr) Daphnia Magna: 12.34g/l; NOEC (reproduction, 21 days): >10mg/l. Ceriodaphnia dubia: EC50 (48hrs): 5.012g/l; NOEC (reproduction, 10 days): 9.8mg/l. Palaemonetes pugio NOEC (developmental, 10 days): 79mg/l.	Toxicity: LC 50 (48h) Eisenia Fetida > 0.1 <1mg/cm²	
Propylene Glycol	EC50: 96h 10000 mg/L (Pseudokirchneriella subcapitata)	LC50: 96h 41-47mg/L (Oncorhynchus mykiss) static LC50: 96h 51400mg/L (Pimephales promelas) static LC50: 96h 51600mg/L (Oncorhynchus mykiss) static LC50: 96h 710mg/L (Pimephales promelas)	EC50: 48h 1000 mg/L (Daphnia magna) EC50: 24h 10000 mg/L (Daphnia magna)		
1-Propanol		LC50: 96h 4480mg/L (Pimephales promelas) flow-through	EC50: 48h 3642 mg/L (Daphnia magna) EC50: 48h 3339 - 3977 mg/L (Daphnia magna)		

Chemical Name	log Kow	BCF
Methyl alcohol	-0.77	
2-Propanol	0.05	
Ethyl alcohol	-0.32	
1-Propanol	0.25 - 0.34	

Persistence/Degradability

No information available.

Mobility

No information available

Safety Data Sheet

13. DISPOSAL CONSIDERATIONS

Whenever possible, as rules and regulations allow, please recycle or manage materials to minimize waste.

Waste Disposal Methods

Dispose of in compliance with the laws and regulations pertaining to this product in your jurisdiction. The classification and disposal method of waste material resulting from this product should be determined by the user at the time of disposal. Seek guidance from a qualified person or service within your local jurisdiction. Can be incinerated, when in compliance with local regulations.

Contaminated Packaging

Empty containers may contain hazardous residues. Do not cut, puncture or weld on or near to the container. Labels should not be removed from containers until they have been cleaned. Contaminated containers must not be treated as household waste. Containers should be cleaned by appropriate methods and then re-used or disposed of by landfill or incineration as appropriate. Do not incinerate closed containers.

Safety Data Sheet

14. TRANSPORT INFORMATION

Domestic transport regulations (USA)

DOT

DOT Shipping Description	UN1987 Alcohols, n.o.s (Methyl alcohol, Ethyl alcohol), 3, II, RQ
UN-No	UN1987
Proper Shipping Name	Alcohols, n.o.s.
Hazard Class	3
Packing Group	II
Reportable Quantity (RQ)	Methanol: RQ kg= 2670.59
Special Provisions	172, IB2, T7, TP1, TP8, TP28
Transport Symbol(s)	



Domestic transport regulations (Canada)

TDG

UN-No	UN1988
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s (Methyl alcohol)
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

Domestic transport regulations (Mexico)

MEX

UN-No	UN1988
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

International transport regulations

ICAO

UN-No	UN1988
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

IATA

UN-No	UN1988
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II
ERG Code	3HP

Special Provisions

A3

IMDG/IMO

UN-No	UN1988
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II
EmS No.	F-E, S-D

Safety Data Sheet

15. REGULATORY INFORMATION

International Inventories

The components of this product are reported in the following inventories:

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	AICS	ENCS ISHL	CHINA	PICCS	KECL	NZIoC
Methyl alcohol	Yes	Yes	No	Yes 200-659-6	No	Yes	Yes 2-201	Yes	Yes	Yes KE-23193	Yes
2-Propanol	Yes	Yes	Yes	Yes 200-661-7	No	Yes	Yes (2)-207 2-(6)-319	Yes	Yes	Yes Annex 1 (KE-29363 }	Yes
Ethyl alcohol	Yes	Yes	No	Yes 200-578-6	No	Yes	Yes 2-202	Yes	Yes	Yes KE-13217	Yes
Propylene Glycol	Yes	Yes Present	No	Yes 200-338-0	No	Yes	Yes (2)-234 2-(8)-321,2-(8)-323	Yes	Yes	Yes Annex 1 (KE-29267 }	Yes
1-Propanol	Yes	Yes	Yes	Yes 200-746-9	No	Yes	Yes (2)-207	Yes	Yes	Yes Annex 1 (KE-29362 }	Yes

USA

Federal Regulations

Ozone Depleting Substances:

No Class I or Class II material is known to be used in the manufacture of, or contained in, this product.

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 CFR 372. In order to comply with SARA 313, Emission Reporting, facilities are required to complete a Toxic Chemical Release Inventory Form (Form R) for specified chemicals.

Chemical Name	CAS-No	Weight %	SARA 313 - Disclosure Trigger
Methyl alcohol	67-58-1	65-97% (anhydrous basis)	1.0
2-Propanol	67-63-0	25% max. (anhydrous basis)	1.0

CERCLA/SARA 103-302

Sections 103-302 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 CFR 103-302. In order to comply with EPCRA 304, Hazardous Substances and their Reportable Quantities, spills or discharges into the environment of a hazardous substance in a quantity equal to or exceeding the RQ within any 24-hour period, must immediately be reported to the National Response Center (Phone: 800-424-8802).

Chemical Name	CAS-No	Weight %	RQ	TPQ
Methyl alcohol	67-58-1	65-97% (anhydrous basis)	5000 lb / 2270 kg	

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 63)

This product is known to contain the following HAPs:

Chemical Name	CAS-No	Weight %	HAPS
Methyl alcohol	67-58-1	65-80%	Present

State Regulations

California Proposition 65

Chemical Name	CAS-No	Weight %	Category
---------------	--------	----------	----------

Safety Data Sheet

Methyl alcohol	67-56-1	65-80%	Developmental
Ethyl alcohol	64-17-5	20% max.	Developmental

* Ethanol is only considered a Prop 65 chemical as "ethyl alcohol IN alcoholic beverages" and not as used in fuel or industrial applications

State Right-to-Know

Component Information

Chemical Name	Weight %	Massachusetts	Minnesota	New Jersey	Pennsylvania
Methyl alcohol	65-80%	Yes	Yes	Yes 1222	Yes Environmental hazard
2-Propanol	25% max.	Yes	No	Yes 1076	Yes Special hazardous substance
Ethyl alcohol	20% max.	Yes	No	Yes 0844	Yes
Propylene Glycol	10% max.	No	No	Yes 3595	Yes
1-Propanol	5% max.	Yes	No	Yes 1605	Yes

Canada

WHMIS Product Classification

B2 - Flammable liquid. D2B - Materials causing other toxic effects, toxic material.

WHMIS Ingredient Disclosure List IDL

Component Information

Chemical Name	Weight %	WHMIS IDL	WHMIS Threshold limits
Methyl alcohol	65-80%	Listed	0.1%
2-Propanol	25% max.	Listed	1%
Ethyl alcohol	20% max.	Listed	0.1%
Propylene Glycol	10% max.	Listed	1%
1-Propanol	5% max.	Listed	1%

(NPRI) Canadian National Pollutant Release Inventory

Component Information

Chemical Name	Weight %	NPRI
Methyl alcohol	65-80%	Part 1, Group A Substance; Part 5, Individual Substances; Part 4 Substance
2-Propanol	25% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999
Ethyl alcohol	20% max.	Part 5, Individual Substances Part 4 Substance
Propylene Glycol	10% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999
1-Propanol	5% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR.

Mexico

Mexico - Grade

Serious risk, Grade 3

Safety Data Sheet

16. OTHER INFORMATION

Prepared By: Environmental Operating Solutions, Inc.
Preparation Date: 28-December 2016
Revision Date: 13-May-2015

The information provided on this (M)SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of (M)SDS

EXHIBIT “2”

Payment and Performance Bond

Consisting of 4 Pages

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: Odyssey Manufacturing Co.
Principal Business Address: 1484 Massaro Boulevard
Tampa, Florida 33619
Contact Person: Marvin T. Rakes, President
Phone Number: (813) 635-0339

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: \$180,000.00

City Case/ ITB 18-09
Project No.: SSP002

Description of Work: ITB 18-09 Water Reclamation Chemical Tanks Removal and Replacement

Project Location: 817 Oak Street, Port Orange, Volusia County, Florida

Legal Description: 817 Oak Street, Port Orange, Volusia County, Florida-Parcel ID#: 6341-04-01-0341
See Attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**City of Port Orange Water Treatment Facility Digester
817 Oak Street, Port Orange, FL 32127**

Full Parcel ID:

41-16-33-04-01-0341

Short Parcel ID:

6341-04-01-0341

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

Odyssey Manufacturing Co.
ITB 18-09 Water Reclamation Chemical Tanks Removal and Replacement

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, **Odyssey Manufacturing Co.**, 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 EIGHT THOUSAND AND 00/100 DOLLARS (\$108,000.00)**, 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 February 20, 2018, entered into by and between the Principal and the City, for Water Reclamation Chemical Tanks Removal and Replacement, 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, and shall be deemed an original, this _____, day of _____, 2018.

Attest:

ODYSSEY MANUFACTURING CO.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Marvin T. Rakes, 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.



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: January 30, 2018

SUBJECT: Request to Award – ITB 18-09 Water Reclamation Chemical Tanks
Removal and Replacements

REQUEST:

The Public Utilities Department requests City Council award ITB 18-09 Water Reclamation Chemical Tanks Removal and Replacement to Odyssey Manufacturing Company in the amount of \$108,000 and to authorize the Mayor and City Clerk to execute all required contract documents.

PURPOSE:

The purpose of this request is to maintain compliance with state and federal regulations and ensure the safety of the employees and the environment.

CONSIDERATION:

The Water Reclamation Facility utilizes Poly Aluminum Chloride in the process of treating incoming sewerage. This chemical is required for proper treatment in the operating permit issued by Florida Department of Environmental Protection. The plant also injects Methanol as part of the treatment process.

There are 2 tanks currently storing Poly Aluminum Chloride chemical on site. Each tank is approximately 20 years old, installed at the same time. The tanks are constructed of fiberglass and hold approximately 9,300 gallons each. The Poly Aluminum Chloride shares the chemical containment and roof with the Methanol storage tanks. While Poly Aluminum Chloride is corrosive, it is relatively stable in all other respects. One of the current Poly Aluminum Chloride tanks has developed a leak that cannot be repaired. The tank must be replaced. Replacing the leaking tank requires welding and grinding work. The proximity to other storage tanks has been evaluated. The contractor will provide the appropriate means for the replacement in proximity with the other storage tanks.

At the request of the Department, the Purchasing Department issued a bid request for the removal and replacement of the two (2) (Poly Aluminum Chloride) chemical tanks as described in the bid ITB 18-09 specifications.

On January 19, 2018, the Purchasing Department received two (2) bid responses:

Talton Construction Company	\$192,000
Odyssey Manufacturing Company	\$108,000

After a thorough review of the bids and references, the Public Utilities Department is requesting a Standard Contract for Services to be issued to Odyssey Manufacturing Company. This contract will have the following terms and conditions:

- a.) Vendor will be responsible for all permits
- b.) Vendor will be required to carry a Payment & Performance bond in the amount of \$108,000 for the term of the contract.
- c.) Contract expiration date will be September 30, 2018.

FUNDING:

Sewer Plant Replacement 403 0400 535 6397 Project SSP002
Project Budget: \$1,318,360
Project Actual: \$108,000

This project was approved under the FY2018-23 Capital Improvement Program

RECOMMENDATION:

The Public Utilities Department recommends City Council award ITB 18-09 Water Reclamation Chemical Tanks Removal and Replacement to Odyssey Manufacturing Company in the amount of \$108,000 and to authorize the Mayor and City Clerk to execute all required contract documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval 2/20/18
- b.) Fully Executed contracts by 2/28/18

ATTACHMENTS:

- a.) All Bid documents

Cc: Steve Parnell, WRF Manager



**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-#18-09

ITB TITLE: WATER RECLAMATION CHEMICAL TANKS EMOVAL
AND REPLACEMENT

OPENING DATE/TIME: January 19, 2018 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Talton Construction Inc.	Odyssey Manufacturing Co.		
1	Form 7.1 Submittal Checklist	YES	YES		
2	Form 7.2 Bidder's Acknowledgment	YES	YES		
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES		
4	Form 7.4 Drug Free Preference Statement	YES	YES		
5	Form 7.5 Statement on Public Entity Crimes	YES	YES		
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES		
7	Form 7.7 Statemend Of Vendor Qualifications	YES	YES		
8	Form 7.8 Professional References	YES	YES		
9	Form 7.9 Local Business Affidavit of Eligibility	YES	YES		
10	Bid Bond	YES	YES		
11	Attachment 1-Bid Proposal	YES	YES		
	1 Original, 1 Digital Copy	YES	YES		
	Deemed Responsive?	YES	YES		
	TOTAL BID	\$ 192,000.00	\$ 108,000.00	\$ -	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Lynn Stevens, Director of Public Utilities



NOTICE OF INTENT TO AWARD

ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

January 26, 2018

On January 19, 2018 purchasing received two (2) submittals for ITB #18-09 Water Reclamation Chemical Tanks Removal and Replacement.

After review of the proposals submitted, City Staff has made its recommendation to award to Odyssey Manufacturing Company of Tampa, Florida in the amount of \$108,000.00.

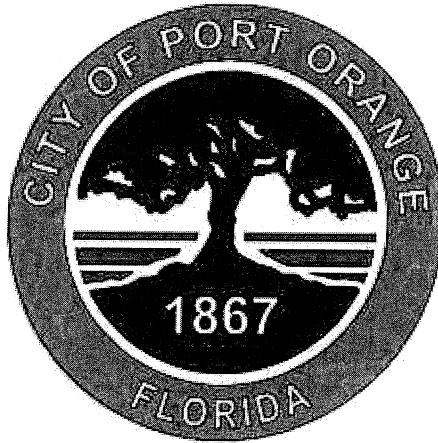
Recommendation to award will be presented for City Council approval on February 20, 2018.

**David Battaglia
Purchasing Agent**

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT ITB #18-09



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: December 15, 2017

Bid Due Date and Time: January 19, 2018 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

ODYSSEY
Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

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 – Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ N/A Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Odyssey Manufacturing Company

Name of Business


Authorized Signature

1/18/18

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):

Odyssey Manufacturing Company

NAME OF BUSINESS

1484 Massaro Blvd.

MAILING ADDRESS



AUTHORIZED SIGNATURE

Tampa, FL 33619

CITY, STATE & ZIP CODE

Patrick Allman, General Manager

NAME, TITLE, TYPED

813/635-0339, 813/630-2589

TELEPHONE NUMBER / FAX NUMBER

65-0846345

FEDERAL IDENTIFICATION #

pallman@odysseymanufacturing.com

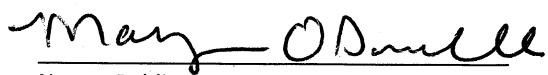
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Hillsborough

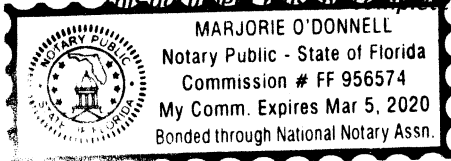
The foregoing instrument was acknowledged before me this day of 1/18/, 2018 by Patrick Allman, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

3/5/20


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: 1/10/18 Addendum # 2 Date: 1/15/18

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."

Odyssey Manufacturing
Name of Business

By: _____

Printed Patrick H. Allman Name:

Title: General Manager

65-0846345
STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2018, by
Patrick H. Allman as General Manager of
(NAME) (TITLE)
Odyssey Manufacturing Co. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

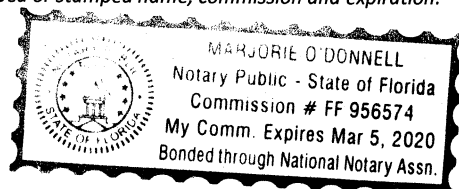
☒ is personally known to me; or

☐ has produced _____ as identification.

Major O'Donnell

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.

Odyssey Manufacturing Company

Name of Business

By: *Patrick Allman*

Printed Name: Patrick Allman

Title: General Manager

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2018, by
Patrick Allman, as General Manager of

(NAME)

(TITLE)

Odyssey Manufacturing Company

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

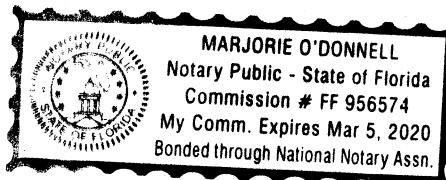
☐ has produced _____ as identification.

Marjorie O'Donnell

Notary Public, State of Florida

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: Odyssey Manufacturing Company

SIGNED BY: 

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

PRINTED SIGNATURE: Patrick Allman

TITLE: General Manager

ADDRESS: 1484 Massaro Blvd.

CITY: Tampa, STATE: Florida ZIP CODE: 33619

TELEPHONE: 813/635-0339 FAX: 813/630-2589

COMPLETION TIME: 120 days

F.E.I.N. NUMBER: 65-0846345

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 – 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. Odyssey Manufacturing Company
- B. Permanent main office address. 1484 Massaro Blvd.
Tampa, Fl. 33619
- C. Date organized.
May 1998
- D. If a corporation, where incorporated.
Delaware
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 17 yrs.
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached list.
- G. General character of work performed by your company. Chemical System design, permitting, equipment installation & supply, and service work.
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- 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. See attached list.
- K. List your major equipment currently owned or leased. 27 tankers, 26 tractors, 8 service trucks, 2 lowboy trailers.
- L. Experience in work similar to this type of project.
See attached list.
- M. Background and experience of the principal members of your organization, including the officers.
See attached list.
- N. Credit currently available: \$ 6,000,000
- O. Give bank reference: Bank of America, Michelle Bain 888-852-5000
- 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 7.7 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.

Odyssey Manufacturing Company
Name of Business
By: [Signature]
Printed Name: Patrick Allman
Title: General Manager

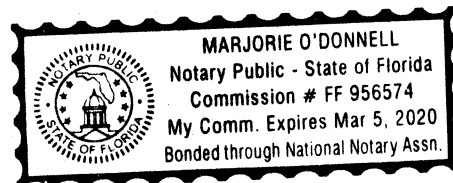
STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2018, by
Patrick Allman, as General Manager
of Odyssey Manufacturing Company and who:

[Notary: Please select one]

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

Marjorie O'Donnell
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – 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: City of Sarasota
Contact Person: Verna Hall
City, State: Sarasota, FL.
Telephone Number: 941/661-1347
Email Address: verne.hall@sarasotagov.com
Description of goods or
Services provided: Designed/Built new Sodium Hypochlorite system at the City of Sarasota WWTP
Contract Amount: \$239,100
Start/End Date of Contract: June 2017
2. Company Name: Sarasota County
Contact Person: David Hawkins
City, State: Sarasota, FL.
Telephone Number: 914/650-4619
Email Address: dhawkins@scgov.net
Description of goods or
Services provided: Design new system and replace existing Sodium Hypochlorite tanks at the
Beeridge WWTP, including all new piping.
Contract Amount: \$60,400
Start/End Date of Contract: August 2015
3. Company Name: Tampa Bay Water
Contact Person: Andrew Greenbaum
City, State: Tampa, FL.
Telephone Number: 727/796-2355
Email Address: agreenbaum@tampabaywater.org
Description of goods or
Services provided: Cypress Creek Chemical System Rehabilitation Project (Sodium Hypochlorite
System Upgrade).
Contract Amount: \$615,000
Start/End Date of Contract: November 2014

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

n/a

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 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

n/a

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



**"ATTACHMENT 1" ITB 18-09 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT**

ITB# 18-09

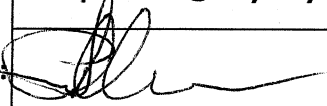
Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

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:	Odyssey Manufacturing Company
CONTACT PERSON:	Patrick Allman
EMAIL ADDRESS:	pallman@odysseymanufacturing.com
AUTHORIZED SIGNATURE:	

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH TANK	EXTENDED PRICE
1	2	Provide all labor, materials and equipment to remove and replace two (2) chemical tanks in accordance with the specifications.	\$ 54,000.00	\$ 108,000.00
TOTAL BASE BID				\$ 108,000.00
Shall warranty the above equipment for Parts, Labor and Travel for				2 years

BID BOND

Bond No.: N/A

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Odyssey Manufacturing Co. _____ as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1484 Massaro Blvd., Tampa, FL 33619 _____, Tel.: (813)635-0339, (hereinafter called "PRINCIPAL"), and Travelers Casualty and Surety Company of America _____ as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1 North Dale Mabry Hwy., Tampa, FL 33609 _____, Tel.: (888) 695-4625 (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 Amount Bid in U.S. _____ 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 January 19th _____, 2018, for:

Project Name / Bid No.: Water Reclamation Chemical Tanks Removal and Replacement; Bid No. ITB #18-09

Project Address: 817 Oak Street, Port Orange, FL 32127

Legal Description: See Attached

Description of Work: Removal and Disposal of 2 Chemical Storage Tanks and Install New Tanks

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 19th day of January, A.D. 2018, 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: Odyssey Manufacturing Co.

Signature: [Signature]
Corporate Officer & Title: General Manager

ATTEST:

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

WITNESSES:

SURETY: Travelers Casualty and Surety Company of America

Attorney-in-Fact (signature): [Signature]
David B. Shick, Attorney-in-Fact

Name & Title: David B. Shick, FL License #A241176

Name of Local Resident Agent: Tampa, FL 33634

City, State, Zip: (813) 243-1110

Telephone:

A.M. Best No.: 003609 NAIC No.: 31194

ATTEST:

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

STATE OF Florida

COUNTY OF Hillsborough

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

Signature of Affiant: [Signature]

Sworn to / Affirmed and subscribed before me this 19th day of January, 2018, by David B. Shick who is personally known to me or who produced N/A as identification.



Danielle Whalen
COMMISSION # FF184425
EXPIRES: December 18, 2018
WWW.AARONNOTARY.COM

NOTARY PUBLIC - STATE OF Florida

Type or print name: Danielle Whalen

Commission No.: FF184425

Commission Expires: December 18, 2018

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

231239

Certificate No. 006944489

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David B. Shick

of the City of Tampa, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of August, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 18th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

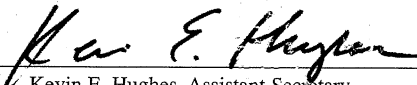
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of JANUARY, 2018.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1516698	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



COGDILL, MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619



ISSUED: 06/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606220000900

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CFC057182	

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



WING, DAVID ALBERT
ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776



ISSUED: 08/22/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608220001823

2017 - 2018 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2018

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

40 Employees

Receipt Fee 120.00

Hazardous Waste Surcharge 40.00

Law Library Fee 0.00

ACCOUNT NO.
215900
RENEWAL

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2017 - 2018

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

Paid 16-0-318710

09/28/2017 160.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 10, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of February, 2017*



Ken Detzner
Secretary of State

Tracking Number: CC9556487515

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

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



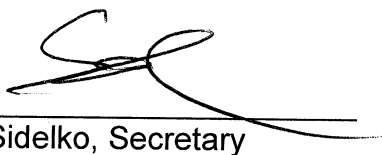
March 1, 2016

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS
AND CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

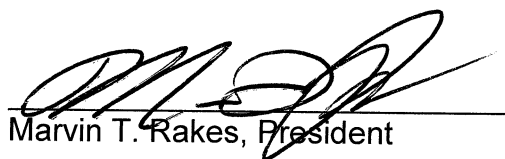
To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms and to execute agreements and any documents associated with these agreements on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2016.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin T. Rakes, President

MANUFACTURERS OF

ULTRA CHLOR
THE CLEAR SOLUTION

(800) ODYSSEY

www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

BIDDER:

PROJECT NAME:

BID/CONTRACT NO.:

The following "major" projects were completed by Odyssey Manufacturing Co. over the past ten years. Odyssey performed over five hundred smaller chemical system projects during this same period and countless amounts of chemical system service work. We have provided ninety (90) major projects during this period. In 82 of the 90 we served as the primary contractor (we work as a subcontractor for the chemical systems on many projects but only listed a handful) and we have shown 62 projects where we had design responsibility and did the FDEP permitting. We have also shown the major projects we have in progress. Additionally, all projects were performed out of Odyssey's Tampa Office and Patrick H. Allman acted as the Project Manager for all of the Projects listed with the exception that Mike Azzarella assumed the Project Manager role for many of the projects beginning in September of 2012. Mr. Azzarella was responsible for the FDEP permitting for all of the listed projects permitted by Odyssey. There were no errors, omissions or deficiencies on any of these projects. Odyssey ensured that all of the systems supplied functioned satisfactorily.

1) Owner: Cedar Key Utilities

Project Title: Wastewater Treatment Plant Sodium Hypochlorite and Sodium Bisulfite Conversions

Owner's Representative: James McCain (james@ckwater.org)

Chief Operator

Ph.: 352/543-5285

Cell: 352/949-0603

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$4,950

Completion Date: October 2004

2) Owner: Cedar Key Utilities

Project Title: Water Treatment Plant Sodium Hypochlorite Conversion

Owner's Representative: James McCain (james@ckwater.org)

Chief Operator

Ph.: 352/543-5285

Cell: 352/949-0603

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$6,450

Completion Date: October 2004

- 3) Owner: Town of Lake Placid
Project Title: Sodium Hypochlorite Conversions for Two Water Plants
Owner's Representative: Gary Freeman (gary_freeman@mylakeplacid.org)
Utilities Director
Ph.: 863/ 699-3747
Cell: 863/ 441-2014
Engineer: Envisors
Contractor: Flow Line, Inc.
Contract Amount: \$ 78,625.74
Completion Date: March 2008
- 4) Owner: City of Lake Wales
Project Title: Sodium Hypochlorite Conversions for Three Water Plants
Owner's Representative: Holly Britt (holbritt@cityoflakewales.com)
Water Operations Superintendent
Ph.: 863/ 678-4182, Ext. 249
Cell: 863/ 528-7639
Engineer: Odyssey Manufacturing Co. (Three FDEP Permits)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$130,740
Completion Date: April 2008
- 5) Owner: Citrus County
Project Title: Sodium Hypochlorite Conversions for Four Plants
Owner's Representative: Gary Loggins (gloggins@bocc.citrus.fl.us)
Utilities Operations Manager
Ph.: 352/ 527-7650
Cell: 352/ 302-6152
Engineer: Odyssey Manufacturing Co. (Four FDEP Permits)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 198,000
Completion Date: August 2008
- 6) Owner: City of Arcadia
Project Title: Water Plant Sodium Hypochlorite and Ammonium Sulfate Conversion
Owner's Representative: Larry Johnson (lbullion@arcadia-fl.gov)
Lead Water Operator
Ph.: 863/ 494-1626
Cell: 863/ 244-1562
Engineer: Boyle Engineering (now AECOM)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 206,613

Completion Date: September 2008

7) Owner: TOHO Water Authority

Project Title: Design, Construction and Permitting of Chloramine System for Harmony WTP
(Sodium hypochlorite and ammonium sulfate systems)

Owner's Representative: Bobby Bennett (bbennett@tohowater.com)

Lead Water Operator

Ph.: 407/ 390-9107

Cell: 407/ 908-4905

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 86,250

Completion Date: October 2008

8) Owner: City of Cocoa

Project Title: Sodium Hypochlorite Tank Replacement

Owner's Representative: Don Stevens (dstevens@cocoafl.org)

WWTP Superintendent

Ph.: 321/ 433-8744

Cell: 407/ Unknown

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 44,800

Completion Date: November 2008

9) Owner: City of Boca Raton

Project Title: On-Site Sodium Hypochlorite Generation Equipment Replacement Project (Bid No. 2008-048)

Owner's Representative: Norm Wellings (nwellings@ci.boca-raton.fl.us)

Utilities Operations Manager

Ph.: 561/ 338-7322

Cell: 561/ 239-3071

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 143,200

Completion Date: February 2009

10) Owner: City of Largo

Project Title: Sodium Hypochlorite Booster Station Conversion Projects

Owner's Representative: David Black (dblack@largo.com)

Trades Foreman - Reuse

Ph.: 727/ 507-4463

Cell: 727/ 439-8428

Engineer: Odyssey Manufacturing Co. (Two FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 34,200

Completion Date: May 2009

11) Owner: Lee County

Project Title: Waterway Estates WTP - Fluoride Injection System Project

Owner's Representative: Gary Waters (gwaters@leegov.com)

WTP Chief Operator

Ph.: 239/ 997-1861

Cell: 239/ 357-0056

Engineer: Stantec

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 107,772.82

Completion Date: June 2009

12) Owner: City of Avon Park

Project Title: Wastewater Treatment Plant Sodium Hypochlorite System Conversion Project

Owner's Representative: Jim Bedingfield (jbedingfield@avonpark.cc)

WWTP Superintendent

Ph.: 863/ 452-4426

Cell: 863/ 449-0610

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 34,240

Completion Date: September 2009

13) Owner: City of Cocoa

Project Title: Weewahootee Wellfield Sodium Hypochlorite Conversion Project

Owner's Representative: Troy Howell (thowell@cocoafl.org)

Water Treatment Plant Superintendent

Ph.: 321/ 635-7772

Cell: 321/ Unknown

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 160,000

Completion Date: September 2009

14) Owner: Town of Longboat Key

Project Title: Longboat Key South Key Pump Station Modifications (Furnished and Installed Sodium Hypochlorite and Ammonium Sulfate Systems)

Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)

Water Quality Specialist

Ph.: 941/ 316-1988

Cell: 941/ 650-5271

Engineer: Camp, Dresser & McKee

Contractor: TLC Diversified

Contract Amount: \$ 40,000

Completion Date: May 2010

15) Owner: Immokalee Water & Sewer District

Project Title: Water Treatment Plant Sodium Hypochlorite and Ammonium Sulfate Conversion Project

Owner's Representative: Jerry Warden (jerrywarden@iw-sd.com)

Utility Superintendent

Ph.: 239/ 658-3631

Cell: 239/ Unknown

Engineer: AECOM

Contractor: MAJ Contracting, Inc.

Contract Amount: \$ 232,140

Completion Date: June 2010

16) Owner: City of Palm Coast

Project Title: WTP #1 Chemical Storage and Pumping (Sulfuric Acid and Ammonium Sulfate Systems)

Owner's Representative: Mary Kronenberg, P.E. (mkronenberg@ci.palm-coast.fl.us)

Project Manager

Ph.: 407/ 986-2306

Cell: 407/ 931-6348

Engineer: CPH Engineers

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$128,800

Completion Date: August 2010

17) Owner: Miccosukee Indian Tribe

Project Title: WTP Sodium Hypochlorite Conversion

Owner's Representative: Guy Barrett (gbarrett@jjgservices.com)

Utility Superintendent

Ph.: 305/ 223-8380, Ext. 2275

Cell: 786/ 258-1794

Engineer: Craig A. Smith and Associates, Inc.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$89,554

Completion Date: October 2010

18) Owner: Orlando Utilities Commission (OUC)

Project Title: Brine Concentrate Sodium Hypochlorite Conversion

Owner's Representative: Alan Planeta, P.E. (aplaneta@ouc.com)

Operations Manager

Ph.: 407/ 658-6444, Ext. 43091

Cell: 407/ 579-4837

Engineer: Odyssey Manufacturing Co. (None Required)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$67,600

Completion Date: January 2011

19) Owner: City of West Palm

Project Title: Bulk Hypochlorite Storage and Feed System (Sodium Hypochlorite System)

Owner's Representative: Daniel Roberge, P.E. (droberge@wpb.org)

Engineering Services, 4th Floor

401 Clematis Street, PO Box 3366

West Palm Beach, FL 33402

Ph.: 561/ 494-1088

Fax: 561/ 659-7458

Cell: 561/ 644-7427

Engineer: Jacobs Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$1,571,477.50

Completion Date: April 2011

20) Owner: Hillsborough County

Project Title: Additional Ammonia Tanks and Roof Replacement Project (Aqueous Ammonia System)

Owner's Representative: Bill Bozeman (Bozemanw@hillsboroughcounty.org)

Ph.: 813/ 272-5977, Ext. 43331

Cell: 813/ Unknown

Engineer: McKim and Creed Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$342,392

Completion Date: April 2011

21) Owner: City of West Palm

Project Title: Corrosion Control System

Owner's Representative: Rolando Nigaglioni, P.E. (migaglioni@cityofpsl.com)

Ph.: 561/ 494-1086

Cell: 561/ 628-9442
Engineer: Jacobs Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$179,523.03
Completion Date: May 2011

22) Owner: Sarasota County
Project Title: T. Mabry Carlton WTF Liquid Ammonium Sulfate System
Owner's Representative: Jim Conley (jconley@scgov.net)
Water Operations Manager
Ph.: 941/ 494-1088
Cell: 941/ 650-9162
Engineer: Stantec
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$312,523.02
Completion Date: May 2011

23) Owner: Progress Energy
Project Title: Anclote Power Plant Sodium Hypochlorite, Sodium Bisulfite and Bromine Systems
Owner's Representative: Suzanne Hamilton (suzanne.hamilton@pgnmail.com)
Chemistry Manager
Ph.: 727/ 943-3001
Cell: 407/ Unknown
Engineer: Odyssey Manufacturing Co. (None Required)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$110,000
Completion Date: May 2011

24) Owner: Town of Longboat Key
Project Title: Longboat Key Mid-Key Pump Station (Furnished and Installed Sodium Hypochlorite and Ammonium Sulfate Systems)
Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)
Water Quality Specialist
Ph.: 941/ 316-1988
Cell: 941/ 650-5271
Engineer: Camp, Dresser & McKee
Contractor: RTD Construction
Contract Amount: \$ 85,123
Completion Date: May 2011

25) Owner: Dunes Community Development District
Project Title: WTP and WWTP Sodium Hypochlorite Conversions

Owner Representative: Tim Sheehan, P.E. (tsdcdd@bellsouth.net)

Utilities Director

Ph.: 386 / 445-9045

Cell: 386 / 569-8543

Engineer: Odyssey Manufacturing Co. (Two FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$79,200

Completion Date: August 2011

26) Owner: City of Altamonte Springs

Project Title: Wastewater Treatment Plant Sodium Hypochlorite and Sodium Bisulfite Conversions

Owner's Representative: Jay Diceglie, P.E. (jguiffreda@altamonte.org)

Director of Engineering

Ph.: 407/ 571-8338

Cell: 407/ 383-7462

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$125,100

Completion Date: August 2011

27) Owner: Orlando Utilities Commission (OUC)

Project Title: Cooling Towers Sodium Hypochlorite Conversions (Main Unit/CCB)

Owner's Representative: Alan Planeta, P.E. (aplaneta@ouc.com)

Operations Manager

Ph.: 407/ 658-6444, Ext. 43091

Cell: 407/ 579-4837

Engineer: Odyssey Manufacturing Co. (None Required)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$130,000 / \$41,600

Completion Date: August 2011

28) Owner: Progress Energy (now Duke Energy)

Project Title: North Water Treatment Plant Sodium Hypochlorite Conversion

Owner's Representative: Nick Maltese, Jr. (nick.maltese@pgnmail.com)

Crystal River Maintenance Manager

Ph.: 352/ 563-2943

Cell: 352/ 464-7511

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$44,573

Completion Date: September 2011

29) Owner: Bonita Springs Utilities

Project Title: On-Site Sodium Hypochlorite Generation System Upgrade

Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)

Director of Operations

Ph.: 239/ 390-4820

Cell: 239/ 872-3514

Engineer: Odyssey Manufacturing Co. (FDEP Notification Only)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$175,000

Completion Date: October 2011

30) Owner: Cutrale Citrus

Project Title: WWTF Re-Use System Sulfuric Acid System

Owner's Representative: Ed Priest (epriest@cutrale.com)

Maintenance Supervisor

Ph.: 863/ 965-5000

Cell: 352/ 267-9941

Engineer: Odyssey Manufacturing Co. (None Required)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$46,000

Completion Date: October 2011

31) Owner: Collier County

Project Title: South County WRF Bleach Storage and Feed Facility (Sodium Hypochlorite System)

Owner Representative: Oscar Martinez (oscarmartinez@colliergov.net)

Senior Project Manager

Ph.: 239/252-6214

Cell: 239/ 580-9380

Engineer: Hole Montes

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$537,647

Completion Date: January 2012

32) Owner: City of Maitland

Project Title: Water Treatment Plant #4, #5, #6 Sodium Hypochlorite Conversions

Owner's Representative: Tom Thorne (tthorne@itsmymaitland.com)

Water Plant Chief Operator

Ph.: 407/ 875-2115

Cell: 407/ 448-3691

Engineer: Odyssey Manufacturing Co. (Three FDEP Permits)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$172,649
Completion Date: January 2012

33) Owner: City of West Palm

Project Title: Aqua Ammonia Chemical Feed and Storage System
Owner's Representative: Rolando Nigaglioni, P.E. (migaglioni@cityofpsl.com)
Ph.: 561/ 494-1086
Cell: 561/ 628-9442
Engineer: MWH / Global Tech
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$614,181.28
Completion Date: February 2012

34) Owner: Indian River County

Project Title: South Reverse Osmosis Plant Chemical System Upgrade (Caustic, Corrosion Inhibitor, Sulfuric Acid, HFS, Anti-scalant system upgrades)
Owner's Representative: Mike Vernon (mvernon@irc.gov)
Water Treatment Superintendent
Ph.: 772/ 770-5068
Cell: 772/ Unknown
Engineer: Odyssey Manufacturing Co. (FDEP Notification)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 132,040
Completion Date: February 2012

35) Owner: Town of Lake Hamilton

Project Title: New Water Treatment Plant (Sodium Hypochlorite, Sulfuric Acid and Corrosion Inhibitor Systems)
Owner's Representative: Harvey Sims (pwlakehamilton@yahoo.com)
Utility Superintendent
Ph.: 863/ 439-1910
Cell: 863/ 651-6062
Engineer: Envisors
Contractor: Odyssey Manufacturing Co. (Vogel Brothers)
Contract Amount: \$ 91,440
Completion Date: March 2012

36) Owner: TOHO Water Authority

Project Title: South Bermuda Water WRF Sodium Hypochlorite Conversion
Owner's Representative: Roger Bihl (rbihl@tohowater.com)
Waste Water Plant Superintendent
Ph.: 407/ 944-5077

Cell: 407/ 709-7111

Engineer: Hydro SC

Contractor: Odyssey Manufacturing Co. (Wharton-Smith)

Contract Amount: \$208,050

Completion Date: September 2012

37) Owner: Hillsborough County

Project Title: Chemical Feed Systems Rehabilitation Project (CIP 10195) (Sodium Hypochlorite, Alum and Sodium Bisulfite Systems Installation/Conversion)

Owner's Representative: Al Martini, P.E. (martinia@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 272-5977, Ext. 43349

Cell: 813/ Unknown

Engineer: Parsons Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 1,312,172

Completion Date: October 2012

38) Owner: Desoto County

Project Title: South Booster Station Conversion – Bid No. 12-07-00ITB (Sodium Hypochlorite and Ammonium Sulfate Retrofits)

Owner's Representative: Mike Vuolo (m.vuolo@desotobocc.com)

Chief Water Operator

Ph.: 863/ 491-7500

Cell: 863/ 990-4976

Engineer: Odyssey Manufacturing Co. (FDEP Permit)

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$39,900

Completion Date: October 2012

39) Owner: City of Port Orange

Project Title: Port Orange WTP Ammonia Conversion

Description: Designed, installed and permitted ammonium sulfate system to replace anhydrous ammonia system for the City of Port Orange Water Treatment Plant.

Owner's Representative: Steve Miller (stmiller@port-orange.org)

Water Plant Manager

Ph.: 386/ 756-5380

Cell: 386/ 295-4735

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 56,200

Completion Date: November 2012

- 40) Owner: Hillsborough County
Project Title: Falkenberg AWWTP Sodium Hypochlorite System Upgrade
Owner's Representative: Katherine McAuliffe, P.E. (mcauliffe@hillsboroughcounty.org)
Project Manager
Ph.: 813/ 272-5977, Ext. 43342
Cell: 813/ Unknown
Engineer: Odyssey Manufacturing Co. (FDEP Notification)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 68,600
Completion Date: October 2012
- 41) Owner: City of Melbourne
Project Title: Sodium Hypochlorite Feed System Conversion Work (ITB-07-083-0-2012)
Owner's Representative: Harold Nantz, P.E. (hnantz@melbourneflorida.org)
Assistant Public Works and Utility Director
Ph.: 321/ 674-5761, Ext. 5762
Cell: 321/ 288-3591
Engineer: Odyssey Manufacturing Co. (FDEP Permit)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 365,318.50
Completion Date: February 2013
- 42) Owner: Bonita Springs Utilities
Project Title: Ammonium Sulfate Conversion
Owner's Representative: Andy Koebel, P.E. (akoebel@bsu.com)
Director of Operations
Ph.: 239/ 390-4820
Cell: 239/ 872-3514
Engineer: Odyssey Manufacturing Co. (FDEP Permit)
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 92,000
Completion Date: March 2013
- 43) Owner: City of Plant City
Project Title: Installation of Fluoride Systems at Four Water Plants
Owner's Representative: Frank Coughenhour, P.E. (fcoughenhour@plantcitygov.com)
Director of Utilities
Ph.: 813/ 757-9191
Cell: 813/ Unknown
Engineer: Jones Edmunds
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 380,645
Completion Date: March 2013

- 44) Owner: City of Dade City
Project Title: WWT Modifications - Sodium Hypochlorite Conversion
Owner's Representative: Jeff Lanphere (jlanphere@dadecityfl.com)
Utilities Manager
Ph.: 352/ 523-5054
Cell: 239/ Unknown
Engineer: Baskerville Donovan
Contractor: Vogel Brothers
Contract Amount: \$ 62,500
Completion Date: May 2013
- 45) Owner: Town of Longboat Key
Project Title: Potable Water Storage Tank Mixer (for Mid-Key and South Booster Stations)
Owner's Representative: Brad "Doc" Walker (bwalker@longboatkey.org)
Water Quality Specialist
Ph.: 941/ 316-1988
Cell: 941/ 650-5271
Engineer: Odyssey Manufacturing Co..
Contractor: Odyssey Manufacturing Co..
Contract Amount: \$ 119,500
Completion Date: August 2013
- 46) Owner: Tampa Bay Water
Project Title: Cypress Creek Chemical System Rehabilitation Project (Sodium Hypochlorite System Upgrade)
Owner's Representative: Don Howard (dhoward@tampabaywater.org)
Project Manager
Ph.: 727/ 796-2355
Cell: 813/ 929-4565
Engineer: Arcadis
Contractor: Odyssey Manufacturing Co..
Contract Amount: \$ 615,000
Completion Date: November 2014 (Project was completed in December 2013 – extended for additional work in Ammonia Building)
- 47) Owner: City of Dunedin
Project Title: RO WTP Replacement of Bulk Chemical Storage Tanks
Owner's Representative: Joseph Golbach, P.E. (jgolbach@dunedinfl.net)
City Engineer

Ph.: 727/ 298-3186
Cell: 727/ Unknown
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 213,101
Completion Date: February 2014

48) Owner: City of Boca Raton

Project Title: On-Site Sodium Hypochlorite Generation Systems Upgrade for WTP and WWTP
Owner's Representative: Norm Wellings (nwellings@ci.boca-raton.fl.us)
Utilities Operations Manager
Ph.: 561/ 338-7322
Cell: 561/ 239-3071
Engineer: Hazen and Sawyer
Contractor: Wharton Smith
Contract Amount: \$ 3,000,000 (Ballpark Amount – Actual Amount Confidential)
Completion Date: March 2015

49) Owner: City of Punta Gorda

Project Title: City of Punta Gorda Bal Harbor Booster Station Chlorination Project
Owner's Representative: Brian Fuller
WTP Superintendent
Ph.: 941/ 639-2057
Cell: 941/ 628-4504
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 87,542.50
Completion Date: February 2014

50) Owner: City of Coconut Creek

Project Title: City of Coconut Creek Chlorine Booster Station Project
Owner's Representative: Carlo Nuesa (cnuesa@coconutcreek.net)
Capital Projects Administrator
Ph.: 954/ 956-1545
Cell: 954/ Unknown
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 200,500
Completion Date: February 2014 (Chemical Systems were on-line in less 90 days)

51) Owner: City of Wildwood

Project Title: Coleman Water Treatment Plant Upgrades Project

Owner's Representative: Lewis Bryant (lewis.bryant@kimley-horn.com)
Project Engineer
Ph.: 352/ 338-3000
Cell: 352/ 572-5493
Engineer: Kimley-Horn
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 1,000,020
Completion Date: December 2014

52) Owner: City of Tampa

Project Title: David L. Tippin Water Treatment Facility Caustic Soda Piping Improvements
Owner's Representative: James King (james.king@tampagov.net)
Project Engineer
Ph.: 813/ 635-3416
Cell: 813/ 781-7023
Engineer: Hazen and Sawyer
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 206,500
Completion Date: November 2014

53) Owner: Desoto County

Project Title: Desoto County Correctional Institute Water and Wastewater Treatment Plants
Sodium Hypochlorite Conversions
Owner's Representative: Eddie Miller (e.miller@desotobocc.com)
Utility Director
Ph.: 863/ 491-7500
Cell: 863/ 525-4145
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 51,900
Completion Date: October 2014

54) Owner: New England Fertilizer Company (NEFCO) Bio-solids Facility

Project Title: Scrubber Cleaning Project
Description: Clean out two odor control scrubbers using chemical treatment
Owner's Representative: Robert Flynn (rflynn@nefcobiosolids.com)
Plant Manager
Ph.: 561/ 961-1455
Cell: 561/ 225-3405
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 10,680

Completion Date: August 2014

55) Owner: Broward County

Project Title: Broward County Everglades Holiday Park WTP Renovations

Description: Replace wells, hydro tank and all piping and add new sodium hypochlorite and ammonium sulfate chemical systems and new plant control system

Owner's Representative: Martin Gross (mgross@broward.org)

Project Manager

Ph.: 954/ 370-3810

Cell: 954/ Unknown

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 242,800

Completion Date: December 2015

56) Owner: City of Deltona

Project Title: Group A Water Treatment Plant Improvements Project

Description: Install ammonium sulfate systems and piping work to achieve 4-log virus inactivation at six water plants

Owner's Representative: Matt Doan (mdoan@deltonafl.gov)

Project Manager

Ph.: 386/ 878-8973

Cell: 386/ Unknown

Engineer: Tetra Tech

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 2,510,000

Completion Date: September 2016

57) Owner: City of Deltona

Project Title: Group B Water Treatment Plant Improvements Project

Description: Install ammonium sulfate systems and piping work to achieve 4-log virus inactivation at six water plants

Owner's Representative: Matt Doan (mdoan@deltonafl.gov)

Project Manager

Ph.: 386/ 878-8973

Cell: 386/ Unknown

Engineer: Tetra Tech

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 2,690,000

Completion Date: September 2016

58) Owner: City of North Port

Project Title: WTP Chemical Tank Replacement
Description: Replace steel horizontal alum and caustic tanks, rebuild hypochlorite feed equipment and replace existing sulfuric acid tank at main water plant
Owner's Representative: John Evano (jevano@cityofnorthport.com)
Project Manager
Ph.: 941/ 426-1807
Cell: 941/ 626-0907
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 443,000
Completion Date: October 2015

59) Owner: City of Margate

Project Title: West WWTP On-Site Sodium Hypochlorite Generation System Replacement
Description: Replace existing OSHG system at West WWTP including new piping controls
Owner's Representative: Wendell Wheeler (wwheeler@margatefl.com)
Project Manager
Ph.: 954/ 972-0828
Cell: 954/ 605-0373
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 361,000
Completion Date: March 2015

60) Owner: City of North Port

Project Title: WTP Polymer System Replacement
Description: Replace existing polymer system at main water plant
Owner's Representative: John Evano (jevano@cityofnorthport.com)
Project Manager
Ph.: 941/ 426-1807
Cell: 941/ 626-0907
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 72,000
Completion Date: April 2015

61) Owner: Broward County

Project Title: North Regional WWTP Chlorination Project
Description: Setup and lease six 6,500-gallon double-wall tanks, three pump skids and associated piping for temporary sodium hypochlorite system while chlorine gas system is demolished and replaced. As of 7/1/16, the system worked so well the County is now in the

process of purchasing it from Odyssey and staying on sodium hypochlorite as opposed to returning to chlorine gas.

Owner's Representative: Ralph Aliseo (raliseo@broward.org)

Plant Superintendent

Ph.: 954/ 831-3075

Cell: 954/ 553-2857

Engineer: Hazen and Sawyer

Contractor: Intercounty Engineering

Contract Amount: \$ 151,134.28

Completion Date: March 2015

62) Owner: Seminole Tribe

Project Title: Immokalee WTP Chemical System Improvements

Description: Replace all of the existing chemical systems at an RO plant

Owner's Representative: Lance Littrell (llittrell@reisseng.com)

Project Manager

Ph.: 407/ 679-5358

Cell: None

Engineer: Reiss Environmental

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 998,500

Completion Date: Estimated September 2016

63) Owner: City of St. Petersburg

Project Title: NE WRF Air Diffuser Project

Description: Design new system and install air diffusers in Aerator Basin #4 at the City of St. Petersburg NE WWTP

Owner's Representative: Craven Askew (craven.askew@stpete.org)

Plant Superintendent

Ph.: 727/ 893-7779

Cell: 727/ 892-5216

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 165,500

Completion Date: March 2015

64) Owner: City of Port Orange

Project Title: Replacement of WTP Sodium Hypochlorite Chemical Feed Equipment

Description: Designed, installed and permitted replacement sodium hypochlorite system for the City of Port Orange Water Treatment Plant. Work included temporary system during transition.

Owner's Representative: Steve Miller (stmiller@port-orange.org)

Water Plant Manager

Ph.: 386/ 756-5380
Cell: 386/ 295-4735
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 100,950
Completion Date: July 2015

65) Owner: New England Fertilizer Company (NEFCO) Bio-solids Facility
Project Title: Cooling Tower Chemical System Addition
Description: Design/Build for a sodium hypochlorite and a sulfuric acid chemical system injection of two on-site process cooling towers.
Owner's Representative: Robert Flynn (rflynn@nefcobiosolids.com)
Plant Manager
Ph.: 561/ 961-1455
Cell: 561/ 225-3405
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 63,450
Completion Date: August 2015

66) Owner: City of Leesburg
Project Title: Main WTP Disinfection System Conversion Project
Description: Replace existing chlorine gas system with sodium hypochlorite system
Owner's Representative: Al Purvis (al.purvis@leesburgflorida.gov)
Project Manager
Ph.: 352/728-9843
Cell: 352/516-7129
Engineer: Hydro Solutions, SC
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 243,422
Completion Date: September 2015

67) Owner: City of Margate
Project Title: WTP On-Site Sodium Hypochlorite Generation System Replacement
Description: Replace existing OSHG system at WTP including new piping controls
Owner's Representative: Mike Uber (ruber@margatefl.com)
Project Manager
Ph.: 954/ 972-4210
Cell: 954/ 999-7298
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 467,100

Completion Date: November 2015

68) Owner: Sarasota County

Project Title: Bee Ridge WWTP Sodium Hypochlorite Tank Replacement

Description: Design new system and replace existing sodium hypochlorite tanks at Bee Ridge WWTP including all new piping

Owner's Representative: David Hawkins (dhawkins@scgov.net)

Superintendent

Ph.: 914/ 316-1288

Cell: 914/ 650-4619

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 60,400

Completion Date: August 2015

69) Owner: JEA

Project Title: Sodium Hypochlorite Tank Replacement at Brierwood and Deerwood WTP's

Description: Design new storage and feed system and replace existing sodium hypochlorite tanks at Deerwood and Brierwood WTP's including all new piping.

Owner's Representative: Ryan Popko, P.E. (popkrr@jea.com)

Engineer

Ph.: 904/ 665-8516

Cell: 904/ Unknown

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 227,800

Completion Date: November 2015

70) Owner: TOHO Water Authority

Project Title: HFS Addition Project

Description: Design/Build to install new HFS systems at the Harmony, BVL, Bella Lago, Huron and Peabody WTP's. Work included replacement of sodium hypochlorite injection piping also.

Owner's Representative: George Eversole (geversole@tohowater.com)

Project Manager

Ph.: 407/ 944-5077

Cell: 407/ 709-7111

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$300,235

Completion Date: January 2016

71) Owner: City of Melbourne

Project Title: Chemical Storage Tank Replacement at Lake Washington Surface WTP
Description: Setup 50,000-gallon of temporary chemical system storage and replace storage tanks for caustic, ferric sulfate and HFS chemical systems including all new piping.
Owner's Representative: Fred Davis (fdavis@melbourneflorida.org)
WTP Superintendent
Ph.: 321/ 255-4622
Cell: 321/ 288-7671
Engineer: Reiss Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 1,274,000
Completion Date: September 2016

72) Owner: Town of Davie

Project Title: Town of Davie System No. 5 WTP Sulfuric Acid System Upgrades
Description: Design/Build to change out chemical feed equipment, transfer pump and all piping inside containment at the Town of Davie System No. 5 WTP
Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)
WTP Chief Operator
Ph.: 954/ 327-3478
Cell: 954/ 643-5683
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 37,480
Completion Date: April 2016

73) Owner: Town of Davie

Project Title: Town of Davie System No. 3 WTP Caustic System Addition
Description: Design/Build of a new caustic system for the Town of Davie System No. 3 WTP
Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)
WTP Chief Operator
Ph.: 954/ 327-3478
Cell: 954/ 643-5683
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 97,300
Completion Date: November 2016

74) Owner: Manatee County

Project Title: SW WRF Upgrades to Chlorine Residual Lines
Description: Replace existing sodium hypochlorite lines, sample lines and add chlorine analyzers at the Manatee County SW WRF.
Owner's Representative: Ricardo Colon (ricardo.colon@mymanatee.org)

Project Manager
Ph.: 941/ 708-7450
Cell: 941/ 547-7076
Engineer: Carollo Engineering
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 310,200
Completion Date: August 2016

75) Owner: City of Largo

Project Title: Lease of Temporary Sodium Bisulfite System
Description: Designed, installed and permitted temporary sodium bisulfite system for 25 MGD wastewater treatment plant.
Owner's Representative: Gary Glasscock (gjonesgl@largo.com)
Assistant Utilities Director
Ph.: 727/ 518-3079
Cell: 727/ 365-3768
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 33,500
Completion Date: Installed in July 2015 and Lease ended December 2017

76) Owner: Minute Maid

Project Title: Installation of Chemical Systems
Description: Design and installation of six chemical systems (sodium hypochlorite, 93% sulfuric acid, 50% caustic, citric acid, phosphoric acid and urea) for new wastewater treatment plant at the Minute Maid Plant in Dunedin, Florida
Owner's Representative: Richard Dei (Richard.C.Dei@mwhglobal.com)
Project Manager
Ph.: 813/221-1981
Cell: 850/491-1935
Engineer: MWH
Contractor: MWH
Contract Amount: \$ 321,340
Completion Date: March 2016

77) Owner: City of Pompano Beach

Project Title: City of Pompano Beach Re-Use System Sodium Hypochlorite Upgrade Project
Description: Design/Build new sodium hypochlorite system to replace existing system at the re-use site. Work included temporary system.
Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)
WTP Superintendent
Ph.: 954/ 545-7030

Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 75,010
Completion Date: March 2016

78) Owner: City of Sarasota

Project Title: Replacement of WWTP Diffused Aeration System
Description: Design new system and replace existing air diffusers for all aerator basins at the City of Sarasota WWTP
Owner's Representative: Verne Hall (verne.hall@sarasotagov.com)
Operations Manager
Ph.: 941/ 365-2200, Ext 6230
Cell: 941/ 661-1347
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 271,850
Completion Date: April 2016

79) Owner: City of Tampa

Project Title: Lease of Temporary Sodium Bisulfite System
Description: Designed, installed and permitted temporary sodium bisulfite system for 100 MGD surface water plant to dechlorinate finished water used to backwash filters.
Owner's Representative: Chris Wetz (Christopher.wetz@tampagov.net)
Plant Manager
Ph.: 813/ 231-5243
Cell: 727/ 215-3514
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 15,500
Completion Date: Installed in June 2016, Ongoing Lease

80) Owner: City of Largo

Project Title: Lease of Temporary Sodium Hypochlorite System
Description: Designed, installed and permitted temporary sodium hypochlorite system for 25 MGD wastewater treatment plant.
Owner's Representative: Gary Glasscock (gjonesgl@largo.com)
Assistant Utilities Director
Ph.: 727/ 518-3079
Cell: 727/ 365-3768
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 63,000

Completion Date: Installed in January 2016 – Lease ended in December 2017

81) Owner: Hillsborough County

Project Title: Valrico AWT Clarifier Launder Covers

Description: Furnish and install launder covers for eight clarifiers at Valrico AWT Plant

Owner's Representative: Glenn Yaney (yaneyg@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 272-5977

Cell: 813/ 448-4090

Engineer: Hazen and Sawyer

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 945,136

Completion Date: May 2017

82) Owner: Babcock Ranch

Project Title: Babcock Ranch Utility Community Site

Description: Furnish and install nine chemical systems (two sodium hypochlorite, two caustic, carbon dioxide, 50% sulfuric acid, corrosion inhibitor, aluminum sulfate, glycerin) for a new water and wastewater treatment plant for the Babcock Ranch Community.

Owner's Representative: Mike Acosta, P.E. (macosta@kitsonpartners.com)

Project Manager / Director of Utilities

Ph.: 941/ 235-6900

Cell: 941/ 979-7260

Engineer: Carollo Engineers

Contractor: Mitchell & Stark

Contract Amount: \$ 945,136

Completion Date: April 2017

83) Owner: Hillsborough County

Project Title: Lake Park WTP Sodium Hypochlorite Generator Replacement Project

Description: Furnish and install a much larger replacement OSGH unit for the Lake Park WTP

Owner's Representative: Paul Kavanagh (kavanagh@hillsboroughcounty.org)

Project Manager

Ph.: 813/ 264-3855, Ext. 43781

Cell: 813/ 787-1559

Engineer: Greeley and Hansen

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 705,000

Completion Date: July 2017

84) Owner: City of Sarasota

Project Title: Sodium Hypochlorite System Upgrade
Description: Design/Build new sodium hypochlorite system at the City of Sarasota WWTP
Owner's Representative: Verne Hall (verne.hall@sarasotagov.com)
Operations Manager
Ph.: 941/ 365-2200, Ext 6230
Cell: 941/ 661-1347
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 239,100
Completion Date: June 2017

85) Owner: New Smyrna Beach

Project Title: WRF Sodium Hypochlorite Conversion
Description: Replace existing chlorine gas system with sodium hypochlorite system at WRF
Owner's Representative: Darren Phegley (@hillsboroughcounty.org)
Project Manager
Ph.: 386/ 424-3072
Cell: 386/ 275-2475
Engineer: Hazen and Sawyer
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 582,000
Completion Date: December 2017

86) Owner: City of North Port

Project Title: Chemical Feed and Piping Improvements
Description: Install new ammonium sulfate system, distribution piping and PLC work at the City of North Port WTP
Owner's Representative: John Evano (jevano@cityofnorthport.com)
Project Manager
Ph.: 941/ 426-1807
Cell: 941/ 626-0907
Engineer: Hazen and Sawyer
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 301,220
Completion Date: July 2017

87) Owner: Town of Davie

Project Title: Town of Davie HFS System Upgrade Project
Description: Design/Build to upgrade existing HFS systems at the Town of Davie System No. 3 and System No. 5 WTP's
Owner's Representative: Raul Sotelo (rsotelo@davie-fl.gov)
WTP Chief Operator

Ph.: 954/ 327-3478
Cell: 954/ 643-5683
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 68,390
Completion Date: July 2016

88) Owner: City of Hallandale Beach

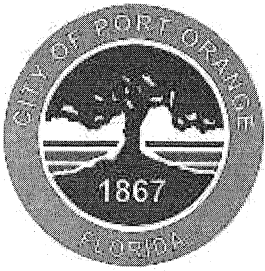
Project Title: City of Hallandale Beach HFS System Upgrade Project
Description: Design/Build to upgrade existing HFS systems at the City of Hallandale Beach WTP
Owner's Representative: John Fawcett (jfawcett@cohb.org)
Water Treatment Plant Manager
Ph.: 954/ 457-1610
Cell: 954/ 248-9620
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 49,950
Completion Date: July 2016

89) Owner: City of North Miami

Project Title: City of North Miami HFS System Upgrade Project
Description: Design/Build to upgrade existing HFS systems at the City of North Miami WTP
Owner's Representative: Augustin "Gus" Fleur-Aime (afleur-Aime@northmiamifl.gov)
Water Treatment Plant Manager
Ph.: 305/ 953-2855
Cell: 786/ 543-5346
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 116,600
Completion Date: July 2016

90) Owner: City of Pompano Beach

Project Title: City of Pompano Beach Carbon Dioxide System Replacement
Description: Design/Build new carbon dioxide system for the City of Pompano Beach WTP.
Owner's Representative: Phil Hyer (phil.hyer@copbfl.com)
WTP Superintendent
Ph.: 954/ 545-7030
Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 597,325
Completion Date: December 2017



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. # 1

January 10, 2018

ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 15, 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. CLARIFICATIONS:

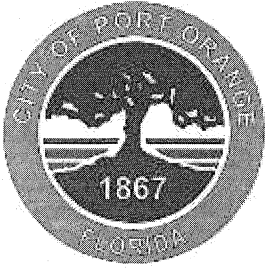
DemandStar incorrectly listed the closing date of this solicitation. It has been corrected to reflect a bid opening on January 19, 2018 as stated in the solicitation.

B. QUESTIONS AND ANSWERS:

1. What were you looking for in way of warranty and why is that being asked?
Answer: We would like to see what types of warranties are being offered but generally we would like to see a year.
2. Can you give the measurements for the building where the tanks are housed?
Answer: Containment area: 32ft L x 16ft W x 30" H
Front opening near pavement: 16ft L x 8ft H
Front opening with two beams and 5 panels removed. Working area to remove tanks is:
18ft H x 16ft W

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

END OF ADDENDUM NO. #1



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

January 15, 2018

ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 15, 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. CLARIFICATIONS/CHANGES TO SPECIFICATIONS:

The Floor Area to be re-surfaced (lined or concreted) measures 16' x 32'. There is concrete wear throughout the years that needs to be addressed with polytype or concrete resurfacing and then the entire floor and inside containment wall should be coated with an appropriate industrial coating system appropriate for the chemical being stored inside the containment

- B. Existing Roof / Sidewalls Contractor** shall remove and replace existing roof and sidewall panel(s) due to condition and rusting throughout the years with a new roof and side wall(s). Contractor shall also re-use the multiple existing beam(s), both vertical and horizontal for support and supply all new stainless bolts, washers, and hardware needed. The old roof and old material being replaced shall be disposed of properly by the contractor. Contractor shall supply a multi-year warranty on new roof and side panel(s).

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

END OF ADDENDUM NO. #2



**"ATTACHMENT 1" ITB 18-09 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT**

ITB# 18-09

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: Talton Construction, Inc.

CONTACT PERSON: John A. Talton, Jr.

EMAIL ADDRESS: jtalton@taltonconstruction.com

AUTHORIZED SIGNATURE:

John A. Talton, Jr.

ITEM	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH TANK	EXTENDED PRICE
1	2	Provide all labor, materials and equipment to remove and replace two (2) chemical tanks in accordance with the specifications.	\$ 96,000. ⁰⁰	\$ 192,000. ⁰⁰
ONE HUNDRED NINETY-TWO THOUSAND			TOTAL BASE BID	\$ 192,000. ⁰⁰
Shall warranty the above equipment for Parts, Labor and Travel for				12 MONTHS

** THE TANK MANUFACTURER CAN NOT PROVIDE A WARRANTY FOR THE TANKS DUE TO UNKNOWN PROPRIETARY PROPERTIES IN THE ALPHA 2005 CHEMICAL. THE TANKS ARE EXCLUDED*

This document must be completed and returned with your Submittal

FROM THE 12 MONTH WARRANTY LISTED ABOVE

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– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Talton Construction, Inc.

Name of Business


Authorized Signature

January 18, 2018

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):

Talton Construction, Inc.
NAME OF BUSINESS

1585 SW Saint Andrews Drive
MAILING ADDRESS


AUTHORIZED SIGNATURE

Palm City, FL 34990
CITY, STATE & ZIP CODE

John A. Talton Jr., President
NAME, TITLE, TYPED

772-341-7036
TELEPHONE NUMBER / FAX NUMBER

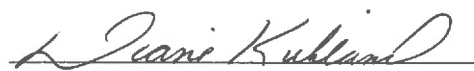
81-4705182
FEDERAL IDENTIFICATION #

jtalton@taltonconstruction.com
E-MAIL ADDRESS

STATE OF Fla. COUNTY OF Martin

The foregoing instrument was acknowledged before me this day of January 18, 2018 by John A. Talton, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:


Notary Public



DIANE KIRKLAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF995984
Expires 5/25/2020
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: 01/10/18 Addendum # _____ Date: _____

Addendum # 2 Date: 01/15/18 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."

Talton Construction, Inc.

Name of Business

By: John A. Talton, Jr.

Printed Name: John A. Talton, Jr.

Title: President

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2017 by
John A Talton, as President of
(NAME) (TITLE)
Talton Construction and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

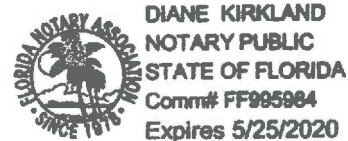
☐ is personally known to me; or

☒ has produced FLDC as identification.

Diane Kirkland
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.

Talton Construction, Inc.

Name of Business

By: John A. Talton, Jr.

Printed Name: John A. Talton, Jr.

Title: President

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2018, by
John A. Talton Jr. as President of
(NAME) (TITLE)
Talton Construction, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDC as identification.

This document must be completed and returned with your Submittal

Diane Kirkland

Notary Public, State of Fla.

Printed, typed or stamped name, commission and expiration:



DIANE KIRKLAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF985884
Expires 5/25/2020

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

1. The business address of 1585 SW Saint Andrews Drive, Palm City, FL 34990 (name of Offeror or business) is Talton Construction, Inc.
2. My relationship to Talton 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.)**

Talton Construction, Inc.
Name of Business
By: John A. Talton, Jr.
Printed Name: John A. Talton, Jr.
Title: President

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 18 day of January, 2018, by John A. Talton Jr. as President of Talton Construction, Inc. and who:

☒ has produced FLDC as identification.

Janis Kullman
Notary Public, State of Fla.
Printed, typed or stamped name, commission and expiration:



77

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: Talton Construction, Inc.

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

PRINTED SIGNATURE: John A. Talton, Jr.

TITLE: President

ADDRESS: 1585 SW Saint Andrews Drive, Palm City, FL 34990

Palm City
CITY: STATE: Florida ZIP CODE: 34990

TELEPHONE: 772-341-7036 FAX:

COMPLETION TIME: January 18, 2018

F.E.I.N. NUMBER: 81-4705182

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 – 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.
Talton Construction, Inc.
- B. Permanent main office address.
1585 SW Saint Andrews Drive, Palm City, FL 34990
- C. Date organized.
December 13, 2016
- D. If a corporation, where incorporated.
Palm City, Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 2 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) 1 contract, value \$2,000,000.00, completion date January 2018
- G. General character of work performed by your company.
General Contractor and Construction Management Services
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
No.
- 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.
City of Vero Beach, Wastewater Treatment Plant Sludge Handling Upgrades / Value \$2,000,000.00
- K. List your major equipment currently owned or leased.
n/a
- L. Experience in work similar to this type of project.
Reference attached; Statement of Qualifications
- M. Background and experience of the principal members of your organization, including the officers.
Reference attached; Statement of Qualifications
- N. Credit currently available: \$ \$25,000.00
- O. Give bank reference: PNC Bank
- 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 7.7 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.

Talton Construction, Inc.
Name of Business
By: John A. Talton Jr.
Printed Name: John A. Talton, Jr.
Title: President

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me this 18 day of January, 20 18, by
John A. Talton Jr., as President
of Talton Construction, Inc. and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDL as identification.

Diane Kirkland
Notary Public, State of Fla.
Printed, typed or stamped name, commission
and expiration:



DIANE KIRKLAND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF995884
Expires 5/25/2020

This document must be completed and returned with your Submittal

Talton Construction, Inc.

Statement of Qualifications

With over 20 years of construction experience, Talton Construction, Inc. (TCI) has established itself as a premier southeast construction firm with experience in commercial, industrial and heavy civil construction. TCI is a licensed General Contractor in the State of Florida.

Talton Construction, Inc. is led by second-generation construction managers and primary principals Jat Talton and Ken Talton.

Jat Talton, President – Florida Division

Jat Talton is a second-generation General Contractor, holds a Bachelor's of Science in Construction Management from East Carolina University and has over one billion dollars in construction management experience. Mr. Talton has design and construction knowledge of both vertical and horizontal real estate development including market analysis, underwriting, permitting, coordination with municipalities, site plan approvals, estimating, negotiation of design & construction agreements, design oversight and construction management. Mr. Talton prides himself on driving projects to completion while maintaining quality, budget, schedule and customer satisfaction.

Ken Talton, President – Southeast Division

Ken Talton is a second-generation Construction Management Professional with proven success managing large, complex infrastructure projects totaling over \$750,000,000 in value. Expertise in all aspects of construction project management including site supervision, CPM Scheduling, Estimating, Cost Control/Management/Forecasting, procurement, contract review, claim processing, equipment management, quality control, and safety. Mr. Talton holds a Bachelor's of Science in Construction Management from East Carolina University.

The following pages outline the project experience of the Talton Construction team in further detail;

Talton Construction, Inc.

Project Experience

Transportation:

Allegheny River Bridge – Cheswick, Pennsylvania



This project features twin 2,350' cast-in-place concrete segmental bridges carrying The Pennsylvania Turnpike over the Allegheny River, Allegheny Valley Railroad, Norfolk Southern Railroad, and Freeport Road. These structures were constructed utilizing the balanced cantilever method and are the first of their kind in Pennsylvania. The six-span structures have piers ranging in height from 57' to 102' which include aesthetic rockwork features inspired by the local landscape, over 8,000,000 pounds of reinforcing steel, 1,300 LF of drilled shafts, nearly 50,000 CY of concrete, and over 3,000,000 pounds of post-tensioning.

CATS Charlotte Light Rail Roadwork and Bridges – Charlotte, NC



Charlotte's South Corridor Light Rail line is approximately 10 miles long and operates on two tracks (northbound and southbound). The project included the construction of eight new bridges and modifications to four existing bridges. Other project attributes included construction of nine and a half miles of new double track; 300,000 SF of MSE wall; 19 at-grade crossings; 280,000 cubic yards of cut to fill substructure for 12 stations; and improvements to 16 secondary roads.

1585 SW Saint Andrews Drive, Palm City, FL 34990 – 772-341-7036

jtalon@taltonconstruction.com

Talton Construction, Inc.

Utilities:

Dempsey E. Benton WTP – Garner, NC



The project involved construction of a new 20-MGD water treatment plant, a 5-MGD water storage reservoir and water pumping station, a backwash storage tank and standby generator facilities. The state-of-the-art facility features some of the most advanced process and equipment systems in the water treatment industry. The project also required the complete renovation of an existing raw water pump station built in the 1950's and modifications to an existing gate control structure.

Duke Energy Coal Ash Management – Eden, NC



This project included removal of 1,200,000 Tons of Coal Combustion Residuals. CCR was loaded into rail cars and shipped to a local landfill for disposal. Additional site-work included storm water controls, pond dewatering, CCR removal in wet storage areas, and site restoration. The project also required design/permitting/construction of a 1.5-mile rail road spur and CCR loadout facility.

Talton Construction, Inc.

Marine:

WBV-74 Western Tie-In Closure Structure – St. Charles Parrish, LA



This project was part of the new Hurricane Protection system around New Orleans resulting from Hurricane Katrina. The project included construction of a sector gate and sluice gate structure in Bayou Verret, Concrete flood walls, and earth levees.

Deep Harbor at Island Gardens – Miami, FL



The largest mega-yacht marina in North America, mooring yachts exceeding 300 ft. Host of the 2016 Miami International Boat Show and shares waters with the Port of Miami. Construction of this marina consisted of dredging over 40,000 cubic yards of lime stone, installation of 24" diameter, 80' long steel piles to anchor the custom floating dock system, installation of water, sewer, fire and electrical systems and a Mediterranean-style mooring system aka med-moor.

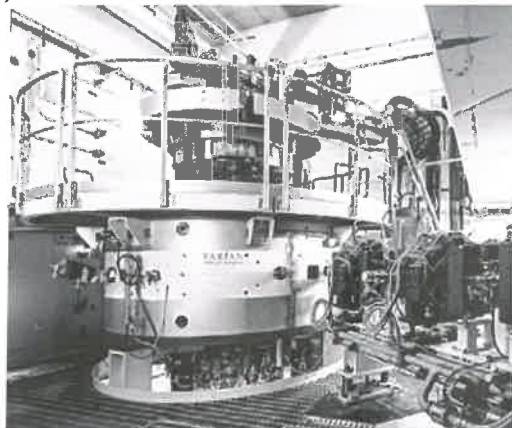
1585 SW Saint Andrews Drive, Palm City, FL 34990 – 772-341-7036

italton@taltonconstruction.com

Talton Construction, Inc.

Healthcare / Student Housing:

Maryland Proton Treatment Center – Baltimore, MD



The Maryland Proton Treatment Center is a state of the art, leading edge cancer center that brings highly advanced form of cancer treatment available today. This center features five treatment rooms housed in an 110,000-square foot facility in the University of Maryland's BioPark.

Infinity Hall, University of Florida – Gainesville, FL



Infinity hall opened in 2015. This 90,000-square foot living learning center stands 5 stories tall, holds 308 beds and incorporates classrooms on the first floor. This was the first Public Private Partnership student housing project for the University of Florida.

Talton Construction, Inc.

Project Experience continued;

Honeywell Aerospace Infrastructure Project Management / Rocky Mount, North Carolina
Value: **\$1,500,000.00**

Honeywell Aerospace Infrastructure Project Management / Greer, South Carolina
Value: **\$1,500,000.00**

Honeywell Aerospace Infrastructure Project Management / Anniston, Alabama
Value: **\$1,000,000.00**

Honeywell Global Real Estate Project Management / East Coast, USA
Value: **\$6,000,000.00**

Honeywell Aerospace Infrastructure Project Management / Clearwater, Florida
Value: **\$1,000,000.00**

Honeywell Global Real Estate Project Management / Aguadilla, Puerto Rico
Value: **\$1,300,000.00**

Honeywell Aerospace Occupancy "Move/Add/Change" Project Management / Clearwater, Florida. Value: **\$300,000.00**

Honeywell Corporate Occupancy "Move/Add/Change" Project Management / Morristown, New Jersey. Value: **70,000.00**

St. Petersburg College Chiller Expansion & Renovation for Future Olympia Building / Tarpon Springs, Florida. Value: **\$2,300,000.00**
Install ½ mile of underground chiller pipe to existing building from existing chiller yard.
Add additional chiller unit, pumps/pips to existing Chiller Yard and Mechanical Building.

Orange County Health Department 3rd Floor Renovation / Orlando, Florida
Value: **\$1,000,000.00**
Demo existing 3rd floor partitions & flooring.
Construct new partitions, all MEP's, flooring, cabinets and addition of 2 restrooms.
Bring 3rd Floor up to 2004 Building Code per City of Orlando.

Orange County Health Department 4th Floor Renovation / Orlando, Florida
Value: **\$250,000.00**
Demo existing select rooms (partitions & flooring)
Construct new partitions, all MEP's, flooring and cabinets.
Bring 3rd Floor up to 2004 Building Code per City of Orlando.

Talton Construction, Inc.

Florida Department of Health Building, Brevard County / Melbourne, Florida

Value: **\$10,000,000.00**

New Construction: 85,000 square feet, 2 story concrete tilt walls.

Florida Children's Medical Services Building, Brevard County / Melbourne, Florida

Value: **\$9,000,000.00**

New Construction: 60,000 square feet, 2 story concrete tilt walls.

Florida Department of Health Building, Polk County / Lake Wales, Florida

Value: **\$6,000,000.00**

New Construction: 16,000 square feet, 1 story CMU walls w/ metal truss/roof system.

Merritt Island High School Addition & Renovation / Merritt Island, Florida

Value: **\$32,000,000.00**

New Construction: 31,000 square feet of new building addition (science labs & band).

New Construction: New chiller yard to cool existing school (total area: 211,000 square feet).

Renovated existing classrooms: partitions, MEP's, flooring and cabinets.

Renovated existing football field, track and bleachers.

Harborage Yacht Club & Marina / Stuart, Florida

Value: **\$45,000,000.00**

New Construction: 9 buildings / 4 story post tension slabs / 130 units (2 & 3 bedrooms) / 2 marinas / 1 marina fixed posts, 100 boat slips / 1 marina floating concrete, 100 boat slips / 1 wave attenuator wall. All buildings stand on concrete auger piles. 1 Yacht Club / 3 stories / hollow core slab / restaurant / pool / saunas

Mercedes Homes Treasure Coast / Port Saint Lucie, Florida

Value: **\$38,000,000.00**

New Construction: 130 Single Family Homes / 1500–6000 square feet

Ranked Top Builder/Superintendent in the #1 Division.

Ranked 7th Best Builder/Superintendent throughout all divisions (Florida, Carolinas & Texas).

FORM 7.8 – 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: BCR Environmental Corporation
Contact Person: Jim Hatch, Director
City, State: Jacksonville, Florida
Telephone Number: 1-843-619-1816
Email Address: jhatch@nuterra.green.com
Description of goods or
Services provided: Construction Manager for wastewater treatment equipment installation.
Contract Amount: \$2,000,000.00
Start/End Date of Contract: May 2017 - January 2018
2. Company Name: City of Vero Beach, Wastewater Treatment Plant
Contact Person: Robert J. Bolton, Director
City, State: Vero Beach, Florida
Telephone Number: 772-978-5220
Email Address: rbolton@covb.org
Description of goods or
Services provided: City of Vero Beach, Wastewater Treatment Plant Sludge Handling Upgrades
Contract Amount: \$2,000,000.00
Start/End Date of Contract: May 2017 - January 2018
3. Company Name: Kelly White & Associates Insurance, LLC
Contact Person: Kelly White
City, State: Jacksonville, Florida
Telephone Number: 904-880-8881
Email Address: kelly@kwhiteinsurance.com
Description of goods or
Services provided: Construction Insurance Provider
Contract Amount: _____
Start/End Date of Contract: 2016 - continues through 2018

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB# 18-09

BUSINESS NAME: Talton Construction, Inc.

CONTACT PERSON/TITLE: John A. Talton, Jr. / President

MAILING ADDRESS: 1585 SW Saint Andrews Drive

CITY-STATE-ZIP: Palm City, FL 34990

Length of Time at Address Provided: 2 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): 81-4705182

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): S Corp.

PHONE NUMBER: 772-341-7036 FAX: _____

EMAIL: jtalton@taltonconstruction.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 John A. Talton, Jr. who, after being sworn according to law, stated that he or she was authorized to represent Talton Construction, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Diane Kirkland
SIGNATURE OF NOTARY PUBLIC

THIS 18 DAY OF January, 2018

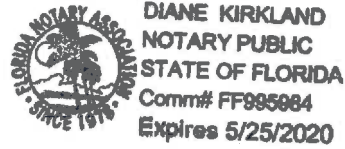
My Commission Expires: _____

John A. Talton Jr. 01-18-2018
SIGNATURE OF AFFIANT DATE

John A. Talton Jr. / President
PRINTED NAME OF AFFIANT / TITLE

Talton Construction, Inc.
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Talton Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1585 Southwest St. Andrews Drive, Palm City, FL 34990 Tel.: 772-341-7036, (hereinafter called "PRINCIPAL"), and Philadelphia Indemnity Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004 - 1403, Tel.: (610) 206-7836 (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 January 19, 2018, for:

Project Name / Bid No.:

Bid No. 18-09, Water Reclamation Chemical Tanks Removal and Replacement

Project Address:

Water Reclamation Facility located at 817 Oak Street, Port Orange, FL. 32127

Legal Description: See Attached

Description of Work:

Removal and disposal of two (2) chemical storage tanks and to provide installation of new chemical tanks at the water reclamation facility.

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 19 day of January, A.D. 2018, 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: Taltos Construction, Inc.

[Signature]

Signature
President

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES

[Signature]

[Signature]

SURETY: Philadelphia Indemnity Insurance Company

[Signature]

Attorney-in-Fact (signature)
Kevin R. Wojtowicz, Attorney-in-Fact and FL*
Name & Title
Kevin R. Wojtowicz
Name of Local Resident Agent
1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
City, State, Zip
727-209-1803
Telephone:
A.M. Best No.: 003616 NAIC No.: 18058

ATTEST:
[Signature]

Signature
Jessica Reno, Witness to Surety
XXXXXXX

(Affix Corporate Seal)
*Licensed Resident Agent
License No. A289006

STATE OF Florida
COUNTY OF Pinellas

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

Signature of Affiant Kevin R. Wojtowicz

Sworn to / Affirmed and subscribed before me this 17 day of January, 2018, by Kevin R. Wojtowicz who is personally known to me or who produced known as identification.



NOTARY PUBLIC - STATE OF Florida
Type or print name: Beck Trenton Saunders
Commission No.: GG34162
Commission Expires September 27, 2020
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Wojtowicz and Laura D. Mosholder of Nielson, Wojtowicz, Neu & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

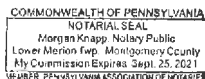
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)


Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

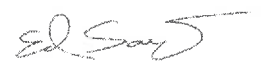
My commission expires:

Bala Cynwyd, PA

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of * 20 18.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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. John A Talton, Jr.	
2 Business name/disregarded entity name, if different from above Talton Construction, Inc.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 1585 SW Saint Andrews Dr.	Requester's name and address (optional)
6 City, state, and ZIP code Palm City, FL 34990	
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								
8	1	-	4	7	0	5	1	8 2

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); and
4. 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 ▶ *John A. Talton Jr.*

Date ▶ *April 4, 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:

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, and
4. 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.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

TALTON, JOHN ARTHUR JR
TALTON CONSTRUCTION INC.
1585 SW SAINT ANDREWS DRIVE
PALM CITY FL 34990

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1525457

ISSUED: 12/12/2017

CERTIFIED GENERAL CONTRACTOR
TALTON, JOHN ARTHUR JR
TALTON CONSTRUCTION INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1712120000684

DETACH HERE

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1525457

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

TALTON, JOHN ARTHUR JR
TALTON CONSTRUCTION INC.
1585 SW SAINT ANDREWS DRIVE
PALM CITY FL 34990



ISSUED: 12/12/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1712120000684

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

ITB #18-09



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: December 15, 2017

Bid Due Date and Time: January 19, 2018 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 #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT**. 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 January 19, 2018** 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 **December 29, 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 and or Site Visit shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid Conference will be eligible to submit a 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: *To obtain services for the removal and disposal of two (2) chemical storage tanks and to provide installation of new chemical tanks at the water reclamation facility.*

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 the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT in the subject line. Last day for questions will be **January 5, 2018 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 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 to 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 #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **December 15, 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 #18-09 _____
BID TITLE:	WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT _____
DUE DATE/TIME:	January 19, 2018 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	6
SECTION 2 – INSTRUCTIONS TO BIDDERS	7
SECTION 3 – SCOPE OF WORK	12
SECTION 4 – STANDARD PURCHASE DEFINITIONS	42
SECTION 5 – GENERAL TERMS AND CONDITIONS	46
SECTION 6 – SPECIAL CONDITIONS	72
SECTION 7 – REQUIRED FORMS	73
FORM 7.1 – BID SUBMITTAL CHECKLIST	73
FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM	74
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	75
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT	76
FORM 7.5 – SWORN STATEMENT SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	77
FORM 7.6 – ANTI-COLLUSION FORM	78
FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS	79
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	81
FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	82
BID COST/FEE PROPOSAL	84
BID BOND	85
PERFORMANCE & PAYMENT BOND	87
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)	90

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 obtaining services for the removal and disposal of two (2) chemical storage tanks and to provide installation of new chemical tanks at the water reclamation facility.

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:December 15, 2017

Non-Mandatory Pre-Bid ConferenceDecember 29, 2017 at 10:00 A.M.

Deadline for Questions:January 5, 2018 by 5:00 P.M.

Final Addendum Posting:January 12, 2018 by 5:00 P.M.

Bids Due: January 19, 2018 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of AwardTo 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 regarding this ITB 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/SITE VISIT:

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 and or site visit shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Proposal Conference will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT" 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 City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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 therefrom.

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 antitrust 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 the 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 competitive bids for the removal and disposal of two (2) chemical storage tanks and to provide installation of new chemical tanks at the water reclamation facility.

SCOPE OF WORK:

Contractor shall provide all materials and labor to remove two (2) existing fiberglass chemical tanks (9,300 gallons each) and provide two (2) new cross-linked polyethylene, double walled, storage tanks (6,000 gallons each) including all plumbing to make the system operational. Work will require removal of the existing roof cover (aluminum and metal based) and repair of all existing holes. The contractor shall be responsible for the proper disposal of removed tanks and plumbing. The City will be responsible to empty and flush the tanks. The contractor shall re-surface existing containment floor (or lining) prior to new tank installation and the material used shall stand up to and (or) comply with the chemical Poly Aluminum Chloride. The contractor will then install new roof cover after the two (2) new tanks are installed. The Contractor shall also replace all existing 2-inch and 4-inch piping (including valves) that is used for filling the two (2) tanks; and which also feeds the two (2) chemical pumps. All work will be performed at the Water Reclamation Facility located at 817 Oak Street, Port Orange, FL. 32127.

CONTRACTOR QUALIFICATIONS / REQUIREMENTS:

The contractor must be able to prove that he or she has experience in performing this type of work. Contractor must be licensed and insured and legally qualified to perform work in the State of Florida and provide all necessary documentation including FDEP notification as required. The cost from the contractor/bidder must include: labor, materials, equipment, tools, supplies, disposal, bonds, insurance, start-up, etc. Contractor must supply a multi-year parts and labor warranty/agreement. Contractor must obtain all necessary permits including hot work, building permits, etc., on site at all times.

TANK SPECIFICATIONS:

Two (2) each 6,000-gallon cross-linked XLPE chemical tanks (double wall) each tank will include:

- One 4-inch u-vent
- One 18"-24" safe surge manway
- One 3-inch fill line
- One 4-inch fitting for future ultrasonic level up top
- One 3-inch fitting at bottom which will tie into existing piping/pumps
- One reversible sight-glass on each tank with two isolation valves
- Complete tank restraint system (galvanized ties)

SAFETY:

All work will be performed in a timely and professional manner with great caution and within OSHA guidelines. The contractor will be responsible for the proper disposal of the existing two (2) FRP 9,300 gal. tanks. Workers must be equipped with all the proper safety equipment/gear when performing work. Any deviation (complication) from the work being performed must be immediately communicated with plant managers/staff. All required hot work permits or other recommended procedures must be followed in accordance with OSHA guidelines.

CHEMICAL USED IN TANKS:

Poly Aluminum Chloride (Alpha 2005). A copy of the material safety data sheet is attached to these specification for convenience. In addition, the chemical area to be worked in also contains methanol, a highly explosive chemical. The methanol system two (2) tanks will be emptied and purged prior to the start of the project but precautions must still be taken.

FLOOR AREA:

The floor area to be re-surfaced (lined or concreated) measures 16ft. (wide) and 32ft. long (length). There is concrete wear throughout the years that needs to be addressed with a poly-type or concrete re-surfacing.

PLUMBING TANKS:

The contractor shall be responsible for all supplies and materials required to connect the new tanks to the existing feed system and filling station.

[Remainder of this page left intentionally blank]







These are some pics of the area to be worked and tanks replaced; small methanol tanks to the left and (2) large 9300 gallon (fiberglass) tanks that are being replaced to the right.



SAFETY DATA SHEET

ALPHA 2005

Section 1. Identification

GHS product identifier : ALPHA 2005

Other means of identification : Not available.

Relevant identified uses of the substance or mixture and uses advised against

Not available.

Supplier's details : Gulbrandsen Technologies, Inc.
2 Main Street
Clinton, NJ 08809
Phone: 908-735-5458

e-mail address of person responsible for this MSDS : SDSinfo@gulbrandsen.com

Emergency telephone number : CHEMTREC, U.S. : 1-800-424-9300 International: +1-703-527-3887
CCN# 9962

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture : ACUTE TOXICITY (oral) - Category 4
SKIN CORROSION/IRRITATION - Category 1
SERIOUS EYE DAMAGE/ EYE IRRITATION - Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : Harmful if swallowed.
Causes severe skin burns and eye damage.

Precautionary statements

Prevention : Wear protective gloves. Wear eye or face protection. Wear protective clothing. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.

Section 2. Hazards identification

Response : IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or physician. IF SWALLOWED: Immediately call a POISON CENTER or physician. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or physician. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician.

Storage : Store locked up.

Disposal : Dispose of contents and container in accordance with all local, regional, national and international regulations.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Other means of identification : Not available.

CAS number/other identifiers

CAS number : Not applicable.

Product code : Not available.

Ingredient name	%	CAS number
Aluminum Chloride, Hexahydrate	10 - 30	7784-13-6
Iron Trichloride	2 - 10	7705-08-0

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Get medical attention immediately. Call a poison center or physician. Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician.

Inhalation : Get medical attention immediately. Call a poison center or physician. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Section 4. First aid measures

- Skin contact** : Get medical attention immediately. Call a poison center or physician. Wash contaminated skin with soap and water. Wash contaminated clothing thoroughly with water before removing it, or wear gloves. Continue to rinse for at least 20 minutes. Chemical burns must be treated promptly by a physician. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Get medical attention immediately. Call a poison center or physician. Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Chemical burns must be treated promptly by a physician. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : Causes serious eye damage.
- Inhalation** : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.
- Skin contact** : Causes severe burns.
- Ingestion** : Harmful if swallowed. May cause burns to mouth, throat and stomach.

Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:
pain
watering
redness
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
- Ingestion** : Adverse symptoms may include the following:
stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : No specific fire or explosion hazard.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
halogenated compounds
metal oxide/oxides

Special protective actions for fire-fighters : No special measures are required.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Spill : Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). The spilled material may be neutralized with sodium carbonate, sodium bicarbonate or sodium hydroxide. Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Keep away from alkalis. Empty containers retain product residue and can be hazardous. Do not reuse container.
- Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. See also Section 8 for additional information on hygiene measures. Remove contaminated clothing and protective equipment before entering eating areas.
- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Separate from alkalis. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Iron Trichloride	NIOSH REL (United States, 6/2009). TWA: 1 mg/m ³ , (Fe) 10 hours. Form: Soluble ACGIH TLV (United States, 3/2012). TWA: 1 mg/m ³ , (Fe) 8 hours. OSHA PEL 1989 (United States, 3/1989). TWA: 1 mg/m ³ , (Fe) 8 hours. Form: Soluble

- Appropriate engineering controls** : If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Section 8. Exposure controls/personal protection

- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield. If inhalation hazards exist, a full-face respirator may be required instead.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or supplied air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Liquid.
- Color** : Orange-brown
- Odor** : Acrid. [Slight]
- Odor threshold** : Not available.
- pH** : 1 to 2
- Melting point** : -50°C (-58°F)
- Boiling point** : 106°C (222.8°F)
- Flash point** : Not applicable.
- Burning time** : Not applicable.
- Burning rate** : Not applicable.
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 5.3 kPa (40 mm Hg) [room temperature]
- Vapor density** : 1 [Air = 1]
- Relative density** : 1.2 to 1.3
- Solubility** : Easily soluble in the following materials: cold water and hot water.

Section 9. Physical and chemical properties

Solubility in water : Not available.

Partition coefficient: n-octanol/water : Not available.

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

SADT : Not available.

Viscosity : Not available.

Section 10. Stability and reactivity

Reactivity : No specific test data related to reactivity available for this product or its ingredients.

Chemical stability : The product is stable.

Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : No specific data.

Incompatible materials : Reactive or incompatible with the following materials: oxidizing materials.

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Aluminum Chloride, Hexahydrate	LD50 Oral	Rat	3311 mg/kg	-
Iron Trichloride	LD50 Oral	Rat	316 mg/kg	-

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Aluminum Chloride, Hexahydrate	Skin - Mild irritant	Human	-	72 hours 7500 µg Intermittent	-

Sensitization

Skin : There is no data available.

Respiratory : There is no data available.

Mutagenicity

There is no data available.

Carcinogenicity

There is no data available.

Reproductive toxicity

Section 11. Toxicological information

There is no data available.

Teratogenicity

There is no data available.

Specific target organ toxicity (single exposure)

There is no data available.

Specific target organ toxicity (repeated exposure)

There is no data available.

Aspiration hazard

There is no data available.

Information on the likely routes of exposure : Routes of entry anticipated: Oral, Dermal, Inhalation.

Potential acute health effects

Eye contact : Causes serious eye damage.
Inhalation : May give off gas, vapor or dust that is very irritating or corrosive to the respiratory system.
Skin contact : Causes severe burns.
Ingestion : Harmful if swallowed. May cause burns to mouth, throat and stomach.

Symptoms related to the physical, chemical and toxicological characteristics

Eye contact : Adverse symptoms may include the following:
pain
watering
redness
Inhalation : No known significant effects or critical hazards.
Skin contact : Adverse symptoms may include the following:
pain or irritation
redness
blistering may occur
Ingestion : Adverse symptoms may include the following:
stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

Potential immediate effects : No known significant effects or critical hazards.

Potential delayed effects : No known significant effects or critical hazards.

Long term exposure

Potential immediate effects : No known significant effects or critical hazards.

Potential delayed effects : No known significant effects or critical hazards.

Potential chronic health effects

General : No known significant effects or critical hazards.

Section 11. Toxicological information

Carcinogenicity	: No known significant effects or critical hazards.
Mutagenicity	: No known significant effects or critical hazards.
Teratogenicity	: No known significant effects or critical hazards.
Developmental effects	: No known significant effects or critical hazards.
Fertility effects	: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Route	ATE value
Oral	1134.1 mg/kg

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Iron Trichloride	Acute EC50 9600 µg/l Fresh water Acute LC50 30060 µg/l Fresh water Acute LC50 20.26 mg/L Fresh water Chronic NOEC 0.7 mg/L Fresh water	Daphnia - Daphnia magna Crustaceans - Ceriodaphnia dubia Fish - Lepomis macrochirus Daphnia - Daphnia pulex - Neonate	48 hours 48 hours 96 hours 21 days

Persistence and degradability

There is no data available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Iron Trichloride	-	20	low

Mobility in soil

Soil/water partition coefficient (K_{oc})	: Not available.
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Other adverse effects	: No known significant effects or critical hazards.
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Section 13. Disposal considerations

Disposal methods	: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe
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Section 13. Disposal considerations

way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	UN3264	UN3264	UN3264
UN proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride) RQ (Ferric Chloride)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (Ferric Chloride, Aluminum Chloride)
Transport hazard class(es)	8 	8 	8 
Packing group	III	III	III
Environmental hazards	No.	No.	No.
Additional information	Reportable quantity 4000 lbs / 1816 kg [383.79 gal / 1452.8 L] Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.	-	-

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
United States inventory (TSCA 8b): All components are listed or exempted.
Clean Water Act (CWA) 311: Iron Trichloride; Hydrogen Chloride

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Not listed
Clean Air Act Section 602 Class I Substances : Not listed

Section 15. Regulatory information

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
Hydrogen Chloride	0.1 - 1	Yes.	-	-	-	-

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Immediate (acute) health hazard

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Aluminum Chloride, Hexahydrate Iron Trichloride	10 - 30 2 - 10	No. No.	No. No.	No. Yes.	Yes. Yes.	No. No.

State regulations

Massachusetts : The following components are listed: Iron Trichloride

New York : The following components are listed: Iron Trichloride

New Jersey : The following components are listed: Iron Trichloride

Pennsylvania : The following components are listed: Iron Trichloride

California Prop. 65

No products were found.

International regulations

International lists :

- Australia inventory (AICS)**: All components are listed or exempted.
- China inventory (IECSC)**: All components are listed or exempted.
- Japan inventory**: All components are listed or exempted.
- Korea inventory**: All components are listed or exempted.
- Malaysia Inventory (EHS Register)**: Not determined.
- New Zealand Inventory of Chemicals (NZIoC)**: All components are listed or exempted.
- Philippines inventory (PICCS)**: All components are listed or exempted.
- Taiwan inventory (CSNN)**: Not determined.

Chemical Weapons Convention List Schedule I Chemicals : Not listed

Section 15. Regulatory information

Chemical Weapons : Not listed

Convention List Schedule

II Chemicals

Chemical Weapons : Not listed

Convention List Schedule

III Chemicals

Section 16. Other information

History

Date of issue mm/dd/yyyy : 06/15/2014

Version : 1

Revised Section(s) : Not applicable.

Prepared by : KMK Regulatory Services Inc.

Key to abbreviations : ATE = Acute Toxicity Estimate
BCF = Bioconcentration Factor
GHS = Globally Harmonized System of Classification and Labelling of Chemicals
IATA = International Air Transport Association
IBC = Intermediate Bulk Container
IMDG = International Maritime Dangerous Goods
LogPow = logarithm of the octanol/water partition coefficient
MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
UN = United Nations

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



KMK Regulatory Services

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www.kmkregservices.com www.askdrluc.com www.ghssmart.com

Transport Symbol(s)	WHMIS	NFPA	Personal Protective Equipment
			

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

Product Name: MicroC[®] 3000 **Publication Date:** December 28, 2016

Product Code: NA **Replaces:** May 13, 2015

Product Use: A reducing agent for biological processes

Supplier Information:

Environmental Operating Solutions, Inc
160 MacArthur Blvd., Unit 6
Bourne, MA 02532

Phone: 508-743-8440
Fax: 508-743-8443
Website: www.microc.com

EMERGENCY TELEPHONE NUMBER: **CHEMTREC** **800-424-9300**

2. HAZARDS IDENTIFICATION

Emergency Overview

Danger. Highly flammable liquid and vapour. Causes serious eye damage. Vapors may be irritating to eyes, nose, throat, and lungs. Inhalation, ingestion or skin absorption of methanol can cause significant disturbance in vision, including blindness. Not for human consumption.

Appearance
Clear to Slightly cloudy and Colorless to Amber

Physical State
Liquid

Odor
Slight Alcohol to Pungent

Classification according to 29 CFR 1910, amended to conform to the United Nations' Globally Harmonized System of Classification and Labelling of Chemicals (GHS):

Serious Eye Damage / Eye Irritation	Category 1
Specific Target Organ Toxicity (STOT) Single Exposure.	Category 1 Affected organs: Optic nerve (nervus opticus), central nervous system.
Flammable Liquids	Category 2

OSHA / GHS Label Elements

Signal Word:	Danger
GHS Hazard Pictogram(s):	
Hazard Statement(s):	H225 Highly flammable liquid and vapour H318 Causes serious eye damage H370 Causes Damage to organs. (Affected organs: optic nerve (nervus opticus), central nervous system.)

Safety Data Sheet

Prevention Precautionary Statements:

Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Use only non-sparking tools. Take precautionary measures against static discharges. Ground/bond container and receiving equipment. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Do not breathe fume/gas/mist/vapours/spray. Wash hands and exposed skin thoroughly after handling.

Response Precautionary Statements:

In case of fire: Use Alcohol-resistant foam / dry chemical / carbon dioxide (CO₂) to extinguish. Do not use a solid water stream as it may scatter and spread fire. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If on skin (or hair): Take off immediately, all contaminated clothing. Rinse skin with water. If exposed: Get medical advice/attention.

Storage Precautionary Statements:

Store locked up. Store in a well-ventilated place. Keep cool.

Disposal Precautionary Statements:

Dispose of contents/container in accordance with all applicable national and local regulations.

Up to 0 % of the mixture consists of ingredient(s) of unknown acute oral toxicity.

Up to 25 % of the mixture consists of ingredient(s) of unknown acute dermal toxicity.

Up to 20 % of the mixture consists of ingredient(s) of unknown acute inhalation toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Family

Alcohols

The following component(s) in this product are considered hazardous under applicable OSHA (USA), WHMIS (Canada), and/or NOM-002-SCT-2003 (Mexico) regulations

Chemical Name	CAS-No	Weight %	North American Substance Hazard Class
Methyl alcohol	67-56-1	65-80%	Flam. Liq. 3. Acute Tox. 3. (oral). (dermal). (inhalation). STOT SE, Cat. 1. Affected organs: Optic nerve (nervus opticus), central nervous system. See section 8 for OELs. 29 CFR 1910.1000 Air Contaminant.
2-Propanol	67-63-0	25% max.	OSHA / GHS: Flam. Liq. 2. Eye Irrit. 2. STOT SE 3. (inhalation). See section 8 for OELs. IDL (1.0%). Carc. 1A. 29 CFR 1910.1000 Air Contaminant.
Ethyl alcohol	64-17-5	20% max.	Flam. Liq. 2. Eye Irrit. 2. See section 8 for OELs. 29 CFR 1910.1000 Air Contaminant.
1-Propanol	71-23-8	5% max.	OSHA / GHS: Flam. Liq. 2. Eye Dam. 1. STOT SE 3. (inhalation). See section 8 for OELs. IDL (1.0%). 29 CFR 1910.1000 Air Contaminant.

Additives / Other Ingredients:

Also contains: Water. Propylene glycol.

4. FIRST AID MEASURES

Description of first aid measures

Eye Contact Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first five minutes, then continue rinsing eye. Seek Medical advice.

Skin Contact Wash off immediately with soap and plenty of water removing all contaminated clothes and shoes. Consult a physician if necessary.

Inhalation Move to fresh air in case of accidental inhalation of vapors. Artificial respiration and/or oxygen may be necessary. Call a physician immediately.

Ingestion Clean mouth with water and afterwards drink plenty of water. Do not induce vomiting without medical advice. Never give anything by mouth to an unconscious person. Swallowing methanol in significant quantities can be potentially life threatening.

Onset of symptoms may be delayed for up to 18-24 hours after ingestion. Call a physician or Poison Control Centre immediately.

Protection of First-aiders Use personal protective equipment. Remove all sources of ignition.

General Advice When symptoms persist or in all cases of doubt seek medical advice.

Most important symptoms and affects, both acute and delayed

Eyes Risk of serious damage to eyes.

Skin May cause slight skin irritation.

Inhalation Inhalation of methanol can cause significant disturbance in vision, including blindness. Inhalation of high vapor concentrations may cause symptoms like headache, dizziness, tiredness, nausea and vomiting. Inhalation of vapors in high concentration may cause irritation of respiratory system. In humans, ethanol is readily absorbed by the oral and inhalation routes, is distributed throughout all tissues and organs and is readily, metabolized and excreted.

Ingestion May cause drowsiness and dizziness. Lack of coordination. Nausea. Vomiting. Abdominal pain. Unconsciousness.

Ingestion may cause irritation to mucous membranes. Ingestion of methanol may be fatal or cause blindness.

Main Symptoms Nausea. Vomiting. Dizziness. Drowsiness. Coma. Severe vision effects, including increased sensitivity to light, blurred vision, and blindness may develop following an 18-24 hour symptom-free period after ingestion.

Indication of any immediate medical attention and special treatment needed

Notes to Physician Contains methanol. Acute exposure to methanol, either through ingestion or breathing high airborne concentrations can result in symptoms appearing between 40 minutes and 72 hours after exposure. Symptoms and signs are usually limited to the Central Nervous System (CNS), eyes and gastrointestinal tract. A profound metabolic acidosis occurs in severe poisoning and serum bicarbonate levels are a more accurate measure of severity than serum methanol levels. Treatment protocols are available from most major hospitals and early collaboration with appropriate hospitals is recommended. Ethanol significantly decreases the toxicity of methanol because it competes for the same metabolic enzymes, and has been used to treat methanol poisoning.

5. FIRE-FIGHTING MEASURES

Flammable Properties

Flammable liquid. Vapors may cause flash fire or explosion. Vapors may form explosive mixtures with air. Material may pose fire hazard because it is dispersed (or spread) by water.

Extinguishing media

Suitable Extinguishing Media Alcohol-resistant foam. Dry chemical. Carbon dioxide (CO₂). Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Evacuate area and fight fire from a safe distance. Cool closed containers exposed to fire with water spray.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter and spread fire.

Special hazards arising from the substance or mixture

Hazardous Combustion Products Thermal decomposition can lead to release of irritating gases and vapors, Carbon monoxide (CO), Carbon dioxide (CO₂), Formaldehyde, Formic Acid.

Specific Hazards Arising from the Chemical Risk of ignition. Keep product and empty container away from heat and sources of ignition.

Sensitivity to mechanical impact No information available.

Sensitivity to static discharge Yes.

Advice for fire-fighters

Protective Equipment and Precautions for Firefighters As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

Safety Data Sheet

NFPA

Health 2
Flammability 3

Stability and Reactivity 0
Physical hazard None known



6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Use personal protective equipment. Avoid contact with the skin and the eyes. Remove all sources of ignition. Take precautionary measures against static discharges. Pay attention to flashback.

Environmental Precautions

Prevent further leakage or spillage if safe to do so. Prevent product from entering drains.

Methods and Materials for Containment and Cleaning Up

Small spills: Allow to evaporate if it is safe to do so or contain and absorb using earth, sand or other inert material then transfer into suitable containers for recovery or disposal. Ventilate contaminated area thoroughly. Use non-sparking tools. Do not use electrical equipment unless it is intrinsically safe.

Large spills: Dike or dam to contain for later disposal. Cover drains. Contact emergency authorities.

7. HANDLING AND STORAGE

Handling

Wear personal protective equipment. Avoid contact with skin and eyes. Keep away from open flames, hot surfaces and sources of ignition. Take precautionary measures against static discharges. To avoid ignition of vapors by static electricity discharge, all metal parts of the equipment must be grounded. Use product only in closed system. Do not breathe vapors or spray mist. Use only in area provided with appropriate exhaust ventilation.

Storage

Keep away from heat and sources of ignition. Keep in properly labelled containers. Keep containers tightly closed in a cool, well-ventilated place.

Safety Data Sheet

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limits

Components with workplace control parameters.

Chemical Name	ACGIH TLV	OSHA PEL	Mexico	NIOSH
Methyl alcohol	STEL: 250 ppm TWA: 200 ppm	TWA: 200 ppm TWA: 260 mg/m ³	TWA: 200 ppm (LMPE-PPT) TWA: 260 mg/m ³ (LMPE-PPT) STEL: 250 ppm (LMPE-CT) STEL: 310 mg/m ³ (LMPE-CT) Skin	IDLH: 6000 ppm Skin STEL: 250 ppm STEL: 325 mg/m ³ TWA: 200 ppm TWA: 260 mg/m ³
2-Propanol	STEL: 400 ppm TWA: 200 ppm	TWA: 400 ppm TWA: 980 mg/m ³	TWA: 400 ppm (LMPE-PPT) TWA: 980 mg/m ³ (LMPE-PPT) STEL: 500 ppm (LMPE-CT) STEL: 1225 mg/m ³ (LMPE-CT)	IDLH: 2000 ppm 10% LEL STEL: 500 ppm STEL: 1225 mg/m ³ TWA: 400 ppm TWA: 980 mg/m ³
Ethyl alcohol	STEL: 1000 ppm	TWA: 1000 ppm TWA: 1900 mg/m ³	TWA: 1000 ppm (LMPE-PPT) TWA: 1900 mg/m ³ (LMPE-PPT)	IDLH: 3300 ppm 10% LEL TWA: 1000 ppm TWA: 1900 mg/m ³
1-Propanol	TWA: 100 ppm	TWA: 200 ppm TWA: 500 mg/m ³	TWA: 200 ppm (LMPE-PPT) TWA: 500 mg/m ³ (LMPE-PPT) STEL: 250 ppm (LMPE-CT) STEL: 625 mg/m ³ (LMPE-CT) Skin	IDLH: 800 ppm Skin STEL: 250 ppm STEL: 625 mg/m ³ TWA: 200 ppm TWA: 500 mg/m ³

Appropriate Engineering Controls Ensure adequate ventilation, especially in confined areas. Apply technical measures to comply with the occupational exposure limits. Ensure that eyewash stations and safety showers are close to the workstation location.

General Hygiene Considerations When using, do not eat, drink or smoke. Regular cleaning of equipment, work area and clothing. Handle in accordance with good industrial hygiene and safety practice.

Personal Protective Equipment

Eye/Face Protection.

Tightly fitting safety goggles.

Skin and Body Protection

Neoprene gloves. Long sleeved clothing. Chemical resistant apron. Antistatic boots. Appropriate body protection should be selected based on activity and possible exposure. Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used.

Respiratory Protection

Wear a positive-pressure supplied-air respirator with full facepiece. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.



9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Clear to Slightly cloudy and Colorless to Amber
Physical State	Liquid
Odor	Slight Alcohol to Pungent
Odor Threshold	No information available
pH	No information available
Flash Point	Approx. 11-25 °C / 52-77 °F (closed cup)
Autoignition Temperature	Estimated > 464 °C / 867 °F
Boiling point	Approx. 64.5 °C / 148.1 °F
Melting/Freezing Point	Estimated > -98 °C / -144 °F
Decomposition temperature	No information available
Oxidizing Properties	No information available
Flammability Limits in Air	Upper: 36% (Methanol) Lower: 3.3% (Ethanol)

Safety Data Sheet

Water Solubility	Miscible
Evaporation Rate	Approx. 2.1 [Butyl acetate = 1.0]
Vapor Pressure	Approx. 128 hPa @ 20°C
Vapor Density	1.1 (Air = 1.0)
Partition Coefficient (n-octanol/water)	No information available

10. STABILITY AND REACTIVITY

Reactivity May react violently with very strong oxidising agents.

Stability Stable under normal conditions.

Possibility of Hazardous Reactions Hazardous polymerization does not occur.

Conditions to Avoid Heat, flames and sparks. Incompatible products.

Incompatible Materials Strong oxidizing agents. Alkali. Strong acids. Inorganic substances. Bromine pentafluoride. Ammonia. Peroxides. Perchlorates.

Hazardous Decomposition Products Thermal decomposition can lead to release of irritating gases and vapors. Carbon monoxide (CO). Carbon dioxide (CO₂). Formaldehyde. Formic acid.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Acute toxicity		Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components). Ingestion, inhalation, or dermal absorption of even small amounts of methanol may result in methanol poisoning. The minimal lethal dose of methanol in humans has not been fully determined at this time. Due to the nature of the product constituents, sufficient data has not yet been identified to classify the mixture as a whole for acute toxicity. Appropriate care should be taken to avoid oral, dermal, and inhalation exposure. Ethanol significantly decreases the toxicity of methanol because it competes for the same metabolic enzymes, and has been used to treat methanol poisoning.			
Chemical Name	Weight %	LD50 Oral	LD50 Dermal	LC50 Inhalation	
Methyl alcohol	65-80%	5628 mg/kg Rat	15800 mg/kg Rabbit	64000 ppm Rat 4 h 83.2 mg/L Rat 4 h	
2-Propanol	25% max.	1870 mg/kg Rat	4059 mg/kg Rabbit	72600 mg/m³ Rat 4 h	
Ethyl alcohol	20% max.	7060 mg/kg Rat	> 5000 mg/kg	124.7 mg/l	
1-Propanol	5% max.	1870 mg/kg Rat		13548 ppm Rat 4 h	
Skin corrosion/irritation		Based on available data, the classification criteria are not met. (Classification is based on available literature data).			
Serious eye damage/eye irritation		Eye Dam. Cat. 1: Causes serious eye damage. (Classification is based on available literature data for the significant mixture components).			
Respiratory or skin sensitisation		Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).			
Germ cell mutagenicity		Based on available data, the classification criteria are not met.			
Carcinogenicity		Based on available data, no evidence of carcinogenicity. NOTE: Ethanol is only classified as carcinogenic as ingested in alcoholic beverages.			
Chemical Name	Weight %	OSHA	NTP	ACGIH	IARC
2-Propanol	25% max.	Present			Group 1 - Carcinogenic to Humans
Ethyl alcohol	20% max.	Present	Known	A3 - Confirmed Animal Carcinogen	

Safety Data Sheet

Reproductive toxicity	The product, as a whole, is not considered to be a reproductive hazard according to the classification criteria of OSHA/GHS. Methanol is known to result in teratogenicity and embryotoxicity in animals, and is considered a WHMIS hazard at levels > 0.1%. ETHANOL: FERTILITY (for ethanol): NOAEL (oral, mouse) = 13.8g/kg (OECD416 equiv.) NOAEC (inhalation, rat) >16,000ppm DEVELOPMENTAL TOXICITY (OECD414 equiv): NOAEL (oral) = 5.2g/kgbw/day NOAEC (inhalation) = 39mg/l. Source IUCLID chapter 7.8 summary In humans excessive consumption of alcoholic beverages during pregnancy is associated with the induction of Fetal Alcohol Syndrome in the offspring causing reduced birth weight and physical and mental defect to occur. There is no evidence that such effects might be caused by exposures other than direct ingestion of alcoholic drinks. Blood ethanol concentrations resulting from ethanol exposure by any route other than deliberate and repeated oral consumption are unlikely to reach levels associated with reproductive or developmental effects. From the available data, it can be concluded that it is impossible to reach the doses of ethanol required to produce any sort of adverse reproductive response other than by repeated oral consumption of large amounts of ethanol, doses normally only associated with problem drinking, and therefore classification for reproductive or developmental toxicity in the context of a chemical substance is not appropriate or warranted.
STOT - single exposure	STOT SE, Cat. 1. Affected organs: Optic nerve (nervus opticus), central nervous system. (Classification is based on available literature data for the significant mixture components).
STOT - repeated exposure	Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).
Aspiration hazard	Based on available data, the classification criteria are not met. (Classification is based on available literature data for the significant mixture components).

Potential health effects

Eyes	Risk of serious damage to eyes.
Skin	May cause slight skin irritation.
Inhalation	Inhalation of methanol can cause significant disturbance in vision, including blindness. Inhalation of high vapor concentrations may cause symptoms like headache, dizziness, tiredness, nausea and vomiting. Inhalation of vapors in high concentration may cause irritation of respiratory system. In humans, ethanol is readily absorbed by the oral and inhalation routes, is distributed throughout all tissues and organs and is readily, metabolized and excreted.
Ingestion	May cause drowsiness and dizziness. Lack of coordination. Nausea. Vomiting. Abdominal pain. Unconsciousness. Ingestion may cause irritation to mucous membranes. Ingestion of methanol may be fatal or cause blindness.
Main Symptoms	Nausea. Vomiting. Dizziness. Drowsiness. Coma. Severe vision effects, including increased sensitivity to light, blurred vision, and blindness may develop following an 18-24 hour symptom-free period after ingestion.
Neurological Effects	Poison, may be fatal or cause blindness if swallowed. Substance may be absorbed through the skin which can contribute to damage to the optic nerve resulting in permanent vision changes . loss of vision. or total blindness.

Safety Data Sheet

12. ECOLOGICAL INFORMATION

Ecotoxicity

We have no quantitative data concerning the ecological effects of this product. Component-level values are listed below.

Chemical Name	Fresh Water Algae	Acute Fish Toxicity	Daphnia (Water flea)	Effects on micro-organisms	Other
Methyl alcohol		LC50: 96h 18-20ml/L (Oncorhynchus mykiss) static LC50: 96h 19500-20700mg/L (Oncorhynchus mykiss) flow-through			
2-Propanol	EC50: 96h 1000 mg/L (Desmodesmus subspicatus) EC50: 72h 1000 mg/L (Desmodesmus subspicatus)	LC50: 96h 9640mg/L (Pimephales promelas) flow-through LC50: 96h 11130mg/L (Pimephales promelas) static LC50: 96h 1400000µg/L (Lepomis macrochirus)	EC50: 48h 13299 mg/L (Daphnia magna)		
Ethyl alcohol	Chlorella vulgaris, 72hr: EC50 275mg/l, EC10 11.5mg/l; Selenastrum capricornutum, 72hr, EC50: 12.9g/l, EC10=0.44g/l; Chlamydomonas eugametos, 48hr, EC50: 18g/l, NOEC=7.9g/l	LC50 (96hr) Salmo gairdneri: 13g/l; Pimephales promelas: 13.5, 14.2 and 15.3g/l.	(48hr) Daphnia Magna: 12.34g/l; NOEC (reproduction, 21 days): >10mg/l. Ceriodaphnia dubia: EC50 (48hrs): 5.012g/l; NOEC (reproduction, 10 days): 9.6mg/l. Palaemonetes pugio NOEC (developmental, 10 days): 79mg/l.	Toxicity: LC 50 (48h) Eisenia Fetida > 0.1 <1mg/cm²	
Propylene Glycol	EC50: 96h 19000 mg/L (Pseudokirchneriella subcapitata)	LC50: 96h 41-47ml/L (Oncorhynchus mykiss) static LC50: 96h 51400mg/L (Pimephales promelas) static LC50: 96h 51600mg/L (Oncorhynchus mykiss) static LC50: 96h 710mg/L (Pimephales promelas)	EC50: 48h 1000 mg/L (Daphnia magna) EC50: 24h 10000 mg/L (Daphnia magna)		
1-Propanol		LC50: 96h 4480mg/L (Pimephales promelas) flow-through	EC50: 48h 3642 mg/L (Daphnia magna) EC50: 48h 3339 - 3977 mg/L (Daphnia magna)		

Chemical Name	log Kow	BCF
Methyl alcohol	-0.77	
2-Propanol	0.05	
Ethyl alcohol	-0.32	
1-Propanol	0.25 - 0.34	

Persistence/Degradability

No information available.

Mobility

No information available

13. DISPOSAL CONSIDERATIONS

Whenever possible, as rules and regulations allow, please recycle or manage materials to minimize waste.

Waste Disposal Methods	Dispose of in compliance with the laws and regulations pertaining to this product in your jurisdiction. The classification and disposal method of waste material resulting from this product should be determined by the user at the time of disposal. Seek guidance from a qualified person or service within your local jurisdiction. Can be incinerated, when in compliance with local regulations.
Contaminated Packaging	Empty containers may contain hazardous residues. Do not cut, puncture or weld on or near to the container. Labels should not be removed from containers until they have been cleaned. Contaminated containers must not be treated as household waste. Containers should be cleaned by appropriate methods and then re-used or disposed of by landfill or incineration as appropriate. Do not incinerate closed containers.

14. TRANSPORT INFORMATION

Domestic transport regulations (USA)

DOT	
DOT Shipping Description	UN1987 Alcohols, n.o.s (Methyl alcohol, Ethyl alcohol), 3, II, RQ
UN-No	UN1987
Proper Shipping Name	Alcohols, n.o.s.
Hazard Class	3
Packing Group	II
Reportable Quantity (RQ)	Methanol: RQ kg= 2670.59
Special Provisions	172, IB2, T7, TP1, TP8, TP28
Transport Symbol(s)	



Domestic transport regulations (Canada)

TDG	
UN-No	UN1986
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s (Methyl alcohol)
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

Domestic transport regulations (Mexico)

MEX	
UN-No	UN1986
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

International transport regulations

ICAO	
UN-No	UN1986
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II

IATA	
UN-No	UN1986
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II
ERG Code	3HP
Special Provisions	A3

IMDG/IMO	
UN-No	UN1986
Proper Shipping Name	Alcohols, flammable, toxic, n.o.s.
Hazard Class	3
Subsidiary Class	6.1
Packing Group	II
EmS No.	F-E, S-D

15. REGULATORY INFORMATION

International Inventories

The components of this product are reported in the following inventories:

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	AICS	ENCS ISHL	CHINA	PICCS	KECL	NZIoC
Methyl alcohol	Yes	Yes	No	Yes 200-659-6	No	Yes	Yes 2-201	Yes	Yes	Yes KE-23193	Yes
2-Propanol	Yes	Yes	Yes	Yes 200-661-7	No	Yes	Yes (2)-207 2-(8)-319	Yes	Yes	Yes Annex 1 (KE-29363)	Yes
Ethyl alcohol	Yes	Yes	No	Yes 200-578-6	No	Yes	Yes 2-202	Yes	Yes	Yes KE-13217	Yes
Propylene Glycol	Yes	Yes Present	No	Yes 200-338-0	No	Yes	Yes (2)-234 2-(8)-321,2-(8)-323	Yes	Yes	Yes Annex 1 (KE-29267)	Yes
1-Propanol	Yes	Yes	Yes	Yes 200-746-9	No	Yes	Yes (2)-207	Yes	Yes	Yes Annex 1 (KE-29362)	Yes

USA

Federal Regulations

Ozone Depleting Substances:

No Class I or Class II material is known to be used in the manufacture of, or contained in, this product.

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 CFR 372. In order to comply with SARA 313, Emission Reporting, facilities are required to complete a Toxic Chemical Release Inventory Form (Form R) for specified chemicals.

Chemical Name	CAS-No	Weight %	SARA 313 - Disclosure Trigger
Methyl alcohol	67-56-1	65-97% (anhydrous basis)	1.0
2-Propanol	67-63-0	25% max. (anhydrous basis)	1.0

CERCLA/SARA 103-302

Sections 103-302 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 CFR 103-302. In order to comply with EPCRA 304, Hazardous Substances and their Reportable Quantities, spills or discharges into the environment of a hazardous substance in a quantity equal to or exceeding the RQ within any 24-hour period, must immediately be reported to the National Response Center (Phone: 800-424-8802).

Chemical Name	CAS-No	Weight %	RQ	TPQ
Methyl alcohol	67-56-1	65-97% (anhydrous basis)	5000 lb / 2270 kg	

SARA 311/312 Hazardous Categorization

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 63)

This product is known to contain the following HAPs:

Chemical Name	CAS-No	Weight %	HAPS
Methyl alcohol	67-56-1	65-80%	Present

State Regulations

California Proposition 65

Chemical Name	CAS-No	Weight %	Category
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Safety Data Sheet

Methyl alcohol	67-56-1	65-80%	Developmental
Ethyl alcohol	64-17-5	20% max.	Developmental

Ethanol is only considered a Prop 65 chemical as "ethyl alcohol IN alcoholic beverages" and not as used in fuel or industrial applications

State Right-to-Know

Component Information.

Chemical Name	Weight %	Massachusetts	Minnesota	New Jersey	Pennsylvania
Methyl alcohol	65-80%	Yes	Yes	Yes 1222	Yes Environmental hazard
2-Propanol	25% max.	Yes	No	Yes 1076	Yes Special hazardous substance
Ethyl alcohol	20% max.	Yes	No	Yes 0844	Yes
Propylene Glycol	10% max.	No	No	Yes 3595	Yes
1-Propanol	5% max.	Yes	No	Yes 1605	Yes

Canada

WHMIS Product Classification

B2 - Flammable liquid. D2B - Materials causing other toxic effects, toxic material.

WHMIS Ingredient Disclosure List IDL

Component Information

Chemical Name	Weight %	WHMIS IDL	WHMIS Threshold limits
Methyl alcohol	65-80%	Listed	0.1%
2-Propanol	25% max.	Listed	1%
Ethyl alcohol	20% max.	Listed	0.1%
Propylene Glycol	10% max.	Listed	1%
1-Propanol	5% max.	Listed	1%

(NPRI) Canadian National Pollutant Release Inventory

Component Information

Chemical Name	Weight %	NPRI
Methyl alcohol	65-80%	Part 1, Group A Substance; Part 5, Individual Substances; Part 4 Substance
2-Propanol	25% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999
Ethyl alcohol	20% max.	Part 5, Individual Substances Part 4 Substance
Propylene Glycol	10% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999
1-Propanol	5% max.	Part 4 Substance as set out in Section 65 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act, 1999

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by the CPR.

Mexico

Mexico - Grade

Serious risk, Grade 3

16. OTHER INFORMATION

Prepared By: Environmental Operating Solutions, Inc.
Preparation Date: 28-December 2016
Revision Date: 13-May-2015

The information provided on this (M)SDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of (M)SDS

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 the 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 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 ITB 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 or Purchase Order issued 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 on the City of Port Orange website, Bid Opportunities page at www.port-orange.org/bids.aspx or by email 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**

If required 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 nonresponse 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. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

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

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

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

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

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE**

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

51. **INSURANCE CANCELLATION**

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

52. **INSURANCE REQUIREMENTS**

If required the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

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

54. **IRREVOCABILITY OF RESPONSES**

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

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

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

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

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

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

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

59. **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) 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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).

68. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if a pre-bid conference is required 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 non-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.

70. **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, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **RECYCLED MATERIALS**

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

84. **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.)

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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)

111. **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.

CONTRACT TERM

The term of the contract shall be from the Notice to Proceed. There will be 150 calendar days for substantial completion and another 30 calendar days for final completion.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

[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– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ 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)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 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 – 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- 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 7.7 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 7.8 – 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 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned 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 7.9 – 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" ITB 18-09 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT**

ITB# 18-09

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	QTY EACH	DESCRIPTION	UNIT PRICE PER EACH TANK	EXTENDED PRICE
1	2	Provide all labor, materials and equipment to remove and replace two (2) chemical tanks in accordance with the specifications.	\$ -	\$ -
TOTAL BASE BID				\$ -
Shall warranty the above equipment for Parts, Labor and Travel for				

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

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

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.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	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	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

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 _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



End of Solicitation Documents



CITY 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. # 1 **January 10,2018**

ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 15, 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. CLARIFICATIONS:

DemandStar incorrectly listed the closing date of this solicitation. It has been corrected to reflect a bid opening on January 19, 2018 as stated in the solicitation.

B. QUESTIONS AND ANSWERS:

1. What were you looking for in way of warranty and why is that being asked?
Answer: We would like to see what types of warranties are being offered but generally we would like to see a year.
2. Can you give the measurements for the building where the tanks are housed?
Answer: Containment area: 32ft L x 16ft W x 30" H
Front opening near pavement: 16ft L x 8ft H
Front opening with two beams and 5 panels removed. Working area to remove tanks is: 18ft H x 16ft W

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

END OF ADDENDUM NO. #1



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 **January 15, 2018**

ITB #18-09 WATER RECLAMATION CHEMICAL TANKS REMOVAL AND REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 15, 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. CLARIFICATIONS/CHANGES TO SPECIFICATIONS:

The Floor Area to be re-surfaced (lined or concreted) measures 16' x 32'. There is concrete wear throughout the years that needs to be addressed with polytype or concrete resurfacing and then the entire floor and inside containment wall should be coated with an appropriate industrial coating system appropriate for the chemical being stored inside the containment

- B. Existing Roof / Sidewalls Contractor** shall remove and replace existing roof and sidewall panel(s) due to condition and rusting throughout the years with a new roof and side wall(s). Contractor shall also re-use the multiple existing beam(s), both vertical and horizontal for support and supply all new stainless bolts, washers, and hardware needed. The old roof and old material being replaced shall be disposed of properly by the contractor. Contractor shall supply a multi-year warranty on new roof and side panel(s).

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

END OF ADDENDUM NO. #2



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-1 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-1.

SUMMARY: *Solid Waste Fund 410 - Add \$105K

*Transfer \$20K+ from 506 Fund to 001 Fund (Vehicle transfer from Fire to Bldg Maint)

*Move \$4K+ from Fire Fleet Finance 44-13 to Gen Non-Dept Contingency

*Bldg. Special Revenue Fund 109 - Add \$140K for Universal Engineering Contract Services (approved at 12/12/17 CC Mtg)

*General Fund - Appropriate Equity for Hurricane Irma related expenditures

*Reduce revenue and expense for project expenditures accrued to FY17 - Multiple Funds

*General Fund - Transfer \$46,487 from the City Manager budget to Finance for the Grants Manager position

*401 Fund - Increase water sales revenue to be more in line with current projections

*412 Fund - Increase budget \$750,000 for State FDEP Agreement LP64042, Project DIP059, flood mitigation at Virginia Avenue and Monroe Street

*504 Fund - Recognize \$13,736 in insurance proceeds through 1/31/18

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Budget Resolution 18-1	c Bud Reso 18-1 - Misc - CC Mtg 02-20-18.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 02/12/2018
Approved - 02/12/2018
Approved - 02/13/2018
Approved - 02/14/2018
Final Approval - 02/14/2018

RESOLUTION NO. 18-1

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS TO BUDGET FOR HURRICANE IRMA EXPENDITURES; APPROPRIATING FUNDS FOR A GRANTS MANAGER POSITION; FOR THE TRANSFER OF ASSET FROM GENERAL FUND TO BUILDING MAINTENANCE FUND; REDUCTION OF APPROPRIATED EQUITY AND EXPENSE FOR PRIOR YEAR ACCRUALS IN VARIOUS FUNDS; TO PROVIDE ADDITIONAL FUNDING FOR UNIVERSAL ENGINEERING CONTRACT; TO BUDGET FOR TRAFFIC BOARD MAINTENACE IN THE CAPITAL PROJECTS FUND; ACCOUNT FOR AN INCREASE IN WATER REVENUE; APPROPRIATING FUNDS FOR INCREASE IN CONTRACT SERVICES IN SOLID WASTE FUND; TO BUDGET FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AGREEMENT LP64042 FOR VIRGINIA AVENUE AND MONROE STREET DRAINAGE IMPROVEMENTS; TO BUDGET FOR INSURANCE PROCEEDS RECEIVED THROUGH JANUARY 2018.; AND TO PROVIDE ADDITIONAL FUNDING FOR BODY ARMOR GRANT MATCH AND TWO VEHICLES IN THE POLICE FORFEITURE TRUST FUND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the funding of Hurricane Irma expenditures; and

WHEREAS, The City Council desires to transfer funding to add a Grants Manager position approved at 11/14/17 council meeting; and

WHEREAS, the City Council desires to transfer funds from the Building Maintenance Fund to the General Fund to account for the transfer of a truck, asset #2137; and

WHEREAS, the City Council desires to reduce the revenue and expense budget in the General Fund, Tax Increment Town Center Fund, Capital Projects Fund, General Capital Fund, Water Sewer R&R Fund, and Drainage Fund for FY17 accruals; and

WHEREAS, the City Council desires to provide additional funding, in the Building Special Revenue Fund, for Universal Engineering Contract approved at 12/12/17 council meeting; and

WHEREAS, the City Council desires to appropriate funds for traffic board maintenance in the Capital Projects Fund; and

WHEREAS, the City Council desires to increase the water sales revenue budget in the water/sewer fund to be more in line current projections; and

WHEREAS, the City Council desires to appropriate funds to cover the CPI and fuel adjustment costs to the Waste Pro contract; and

WHEREAS, the City Council has approved the State Florida Department of Environmental Protection (FDEP) Grant Agreement LP64042 for flood mitigation and drainage improvements at Virginia Avenue and Monroe Street, Project DIP059; and

WHEREAS, the City Council desires to budget for insurance proceeds received through January 31, 2018; and

WHEREAS, the City Council desires to budget for body armor grant match and two vehicles in the Police Forfeiture Trust Fund.

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, 2017 through September 30, 2018.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected 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: _____
Margaret T. Roberts, City Attorney

FY2018 General Fund 001
Prepared: January 5, 2018
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Transfer from Building Maintenance Fund 506	22,880
Appropriated Equity	(22,880)
Appropriated Equity - Hurricane Irma	4,200,000
Appropriated Equity - Hurricane Irma	(291,989)
Total Revenues:	\$ 3,908,011
<u>Expenditures:</u>	
Fire Services - Fleet Financing	(4,355)
Non Departmental - Contingency	4,355
Non Departmental - Hurricane Irma (Contingency)	(291,989)
Non Departmental - Hurricane Irma	4,200,000
City Manager - Contract Services	(46,487)
Finance - Personnel Services	46,487
Total Expenditures:	\$ 3,908,011

To budget for funds being transferred from the Building Maintenance Fund 506 to the General Fund 001 to account for the transfer of a truck, asset # 2137. As a result of this transfer we are also reducing Fire Services fleet financing budget and moving it to Non-Departmental contingency.

To budget for Hurricane Irma FY18 expenditures and to the reduce the revenue and expense budget for FY17 hurricane accruals.

To budget for the new Grants Manager position approved at 11/14/17 CC Meeting. This position was originally budgeted as contract services in the City Manager budget and will now an employee under the Finance Department.

FY2018 Tax Increment Town Center Fund 103
Prepared: January 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	(56,534)
Total Revenues:	<u><u>\$ (56,534)</u></u>

<u>Expenditures:</u>	
Non-Departmental - Contingency	(56,534)
Total Expenditures:	<u><u>\$ (56,534)</u></u>

To budget for a reduction in revenue and expense for project expenditures accrued to FY17.

FY2018 Building Special Revenue Fund 109
Prepared: January 26, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	140,000
Total Revenues:	<u><u>\$ 140,000</u></u>
<u>Expenditures:</u>	
Contract Services	140,000
Total Expenditures:	<u><u>\$ 140,000</u></u>

To budget for Universal Engineering contract approved at 12/12/17 council meeting.

FY2018 Capital Projects Fund 301
Prepared: January 26, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	(6,714)
Total Revenues:	<u>\$ (6,714)</u>

<u>Expenditures:</u>	
Public Works - General Equipment Maintenance	5,500
Public Works - Contingency	(12,214)
Total Expenditures:	<u>\$ (6,714)</u>

To budget for traffic board maintenance and a reduction in revenue and expense for project expenditures that were accrued to FY17.

FY2018 General Capital Replacement Fund 317
Prepared: January 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	(315,381)
Total Revenues:	<u>\$ (315,381)</u>

<u>Expenditures:</u>	
Non-Departmental - Contingency	(315,381)
Total Expenditures:	<u>\$ (315,381)</u>

To budget for a reduction in revenue and expense for project expenditures accrued to FY17.

Resolution No. 18-1

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Water Sales	\$ 1,000,000
Appropriated Equity	(1,000,000)
Total Revenues:	<u>\$ -</u>

Total Expenditures:	\$	-
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To increase the water sales revenue budget to be more in line with current projections.

FY2018 Water and Sewer R&R Fund 403
Prepared: January 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	(31,175)
Total Revenues:	<u>\$ (31,175)</u>

<u>Expenditures:</u>	
Non-Departmental - Contingency	(31,175)
Total Expenditures:	<u>\$ (31,175)</u>

To budget for a reduction in revenue and expense for project expenditures accrued to FY17.

FY2018 Solid Waste Fund 410
Prepared: January 26, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	105,000
	-
Total Revenues:	<u>\$ 105,000</u>

<u>Expenditures:</u>	
Solid Waste	105,000
Total Expenditures:	<u>\$ 105,000</u>

To appropriate funds to cover the CPI and fuel adjustment costs to the Waste Pro contract.

FY2018 Drainage Construction Operating Fund 412
Prepared: January 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	(97,033)
State FDEP Grant Agreement No. LP64042 - Port Orange Flooding Mitigation and Stormwater Quality Improvement	750,000
Total Revenues:	<u><u>\$ 652,967</u></u>

<u>Expenditures:</u>	
Drainage Utility - Contingency	(97,033)
Drainage Utility -Capital Outlay	750,000
Total Expenditures:	<u><u>\$ 652,967</u></u>

To budget for a reduction in revenue and expense for project expenditures that were accrued to FY17.

To budget for State FDEP Agreement No LP64042 to provide \$750,00 towards the flooding mitigation at Virginia Avenue and Monroe Street, Project DIP059.

FY2018 Risk Management Fund 504
Prepared: January 26, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Insurance Proceeds	13,736
Total Revenues:	<u><u>\$ 13,736</u></u>

<u>Expenditures:</u>	
Non- Departmental	13,736
Total Expenditures:	<u><u>\$ 13,736</u></u>

To budget for insurance proceeds received through January 31, 2018.

FY2018 Building Maintenance Fund 506
Prepared: January 5, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	22,880
Total Revenues:	<u><u>\$ 22,880</u></u>

<u>Expenditures:</u>	
Building Maintenance - Transfer to General Fund 001	22,880
Total Expenditures:	<u><u>\$ 22,880</u></u>

Transfer funds to the General Fund for the purchase of a truck, Asset #2137, and for the lease payments made in FY17. This asset was purchased for the Fire Department in FY17 but has since been transferred to the Building Maintenance Fund 506.

FY2018 Police Forfeiture Trust Fund 607
Prepared: January 26, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	82,000
Total Revenues:	<u><u>\$ 82,000</u></u>

<u>Expenditures:</u>	
Police	82,000
Total Expenditures:	<u><u>\$ 82,000</u></u>

To budget for body armor grant match and for the purchase of two new vehicles in FY18.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B9) Dedication of right-of-way along the south side of Madeline Avenue, adjacent to 3500 Nova Road

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to accept the dedication of right-of-way along the south side of Madeline Avenue, adjacent to 3500 Nova Road.

SUMMARY: The right-of-way dedication pertains to the area along the south side of Madeline Avenue, adjacent to the vacant property at 3500 Nova Road. According to the Land Development Code (LDC), the ultimate right-of-way width for the section of Madeline Avenue between Kaon Tiki Terrace to Nova Road is 85 feet wide. Currently, the width of the Madeline Avenue right-of-way adjacent to the subject property is 68 feet, therefore an additional 17 feet is needed. The additional right-of-way is required by the LDC for future roadway improvements to Madeline Avenue. The property owner of 3500 Nova Road is dedicating the remaining 17 feet of right-of-way. At this time, there are no proposed improvements at the Madeline Avenue and Nova Road intersection. The additional right-of-way received may be used to complete future roadway improvements at this intersection, specifically turn lanes. The attached aerial graphic shows the Madeline/Nova intersection and location of the right-of-way being dedicated to the City of Port Orange (Exhibit "1").

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Deed of Dedication	Deed of Dedication - 7 Eleven.pdf
2.	Item Report Exhibit 1	Exhibit 1.pdf

Gwen Perney
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 12/28/2017
Approved - 12/28/2017
Approved - 02/07/2018
Approved - 02/08/2018
Final Approval - 02/08/2018

Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

A portion of Parcel No. 6337-01-16-0011

{Space Above This Line For Recording Data}

Deed of Dedication (Right-of-Way)

This Deed of Dedication, is made and executed this 12th day of January A.D. 2018, between **3500 Nova Road, LLC**, a Florida limited liability company, whose mailing address is 900 SW Pine Island Road, Suite 202, Cape Coral, Florida 33991, hereinafter referred to as, "Dedicator;" and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, "City."

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lauren Evans

Printed Name: Lauren Evans

Matt Ross

Printed Name: Matt Ross

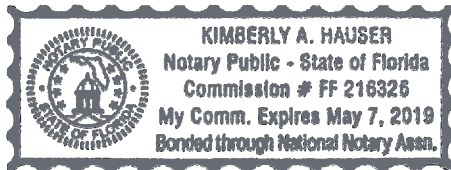
Dedicator:
3500 Nova Road, LLC,
a Florida limited liability company

By: M. Dan Creighton
M. DAN CREIGHTON, Manager

Date: 1/12/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Deed of Dedication* was sworn to and acknowledged before me this 12th day of January, 2018 by **M. Dan Creighton, Manager of 3500 Nova Road, LLC**, a Florida limited liability company, who [X] is personally known to me, or [] have produced _____ as identification.



Kimberly A. Hauser
Notary Public, State of Florida at Large
Commission Number, Date of Commission, Expiration, and Seal

EXHIBIT "A"

LEGAL DESCRIPTION:

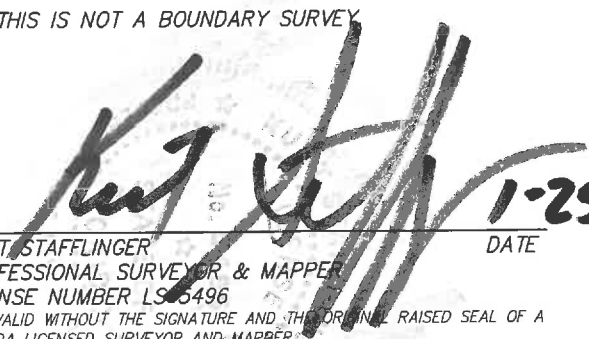
A PORTION OF PARCEL 1 AS DESCRIBED IN OFFICIAL RECORDS BOOK 6684, PAGE 146 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING A PORTION OF LOT 1, BLOCK 16, DUNLAWTON SUBDIVISION, AS PER MAP RECORDED IN DEED BOOK "M", PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 64°45'48" EAST ALONG THE NORTH LINE OF SAID LOT 1, ALSO BEING THE CENTERLINE OF MADELINE AVENUE (A VARIABLE WIDTH RIGHT OF WAY), A DISTANCE OF 379.17 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 1 AND CENTERLINE OF MADELINE AVENUE, RUN SOUTH 25°14'12" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 25°21'26" EAST, 10.30 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 68°35'43" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE PER FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 108 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3872, PAGE 2909 OF SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 36.20 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, RUN NORTH 63°40'05" EAST, A DISTANCE OF 127.03 FEET; THENCE RUN SOUTH 65°02'14" EAST, A DISTANCE OF 22.39 FEET; THENCE RUN SOUTH 64°45'48" WEST, A DISTANCE OF 177.46 FEET; THENCE RUN NORTH 25°21'26" WEST, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,732 SQUARE FEET (0.063 ACRES) MORE OR LESS.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS DERIVED FROM THE TRIMBLE VIRTUAL REFERENCE STATION NETWORK. AS A REFERENCE FOR THIS SKETCH, THE WEST RIGHT OF WAY LINE OF NOVA ROAD, AS BEING S89°26'26"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.


KURT STAFFLINGER
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 3496
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

1-25-19

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

RIGHT OF WAY DEDICATION

SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

7220 FINANCIAL WAY SUITE 200
JACKSONVILLE, FLORIDA 32256
PHONE: 904.423.4935
WWW.DEWBERRY.COM

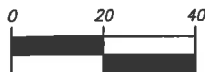
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

7-ELEVEN, INC.,
A TEXAS CORPORATION

DATE: 12/28/17
REV DATE:

PROJ: 4CR-J6
DRAWN BY: RDH
CHECKED BY: KS

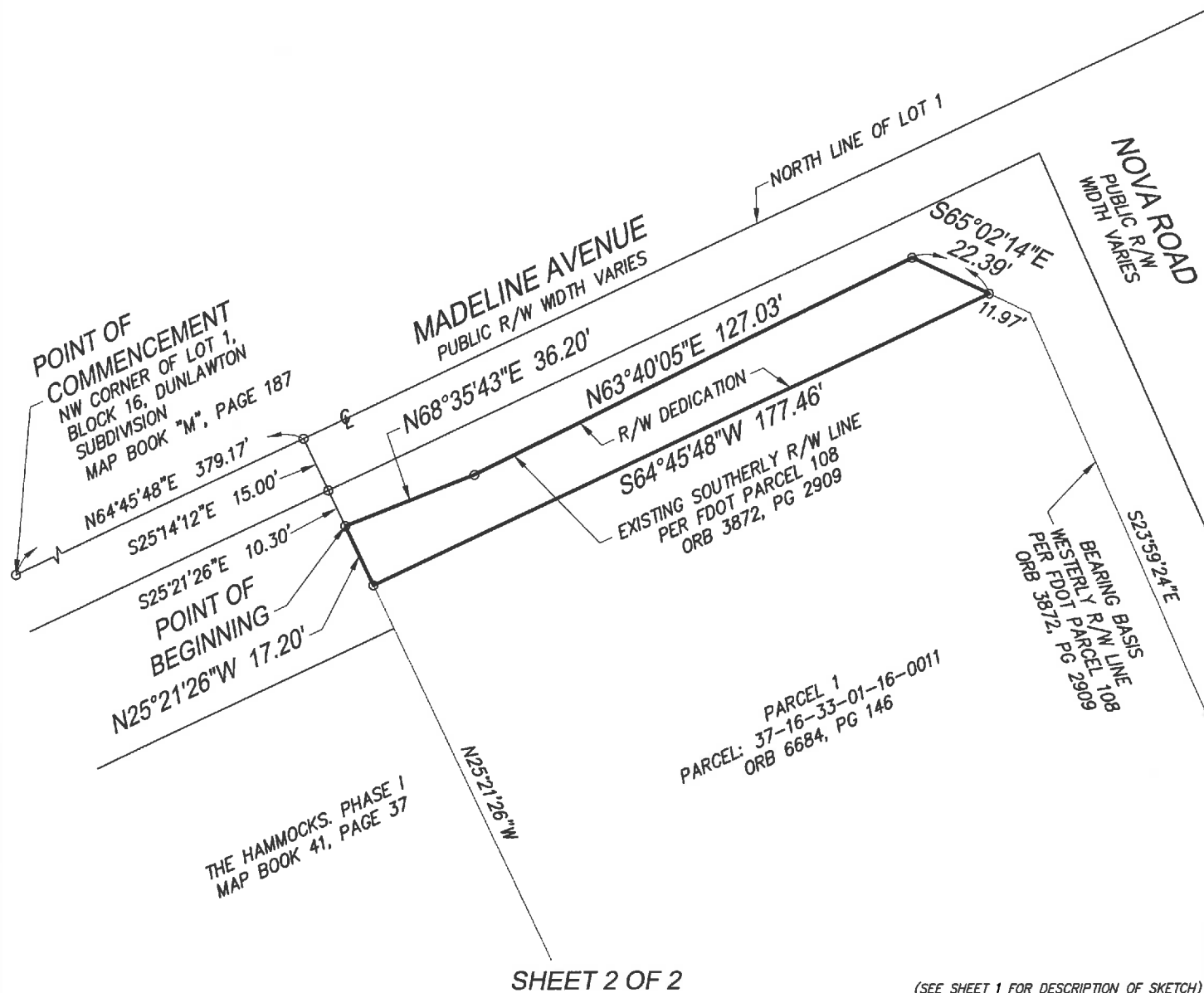


1 INCH = 40 FEET

LEGEND:

	LINE BREAK
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
CL	CENTERLINE
○	CHANGE IN DIRECTION

Drawing name: S:\4CR Creighton Development\J6_7-11 Port Orange\DWG-Civ\30\4CR-J6_S-L.dwg 4CR-J6 SL Jan 23, 2018 7:29am by: kstallinger



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

RIGHT OF WAY DEDICATION

SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST

VOLUSIA COUNTY

FLORIDA



Dewberry

7220 FINANCIAL WAY SUITE 200
JACKSONVILLE, FLORIDA 32256
PHONE: 904.423.4935
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

7-ELEVEN, INC.,
A TEXAS CORPORATION

DATE: 12/28/17
REV DATE: 1/23/18
SCALE 1" = 40'

PROJ: 4CR-J6
DRAWN BY: RDH
CHECKED BY: KS

3500 Nova Road Site Location Map – EXHIBIT “1”





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B10) Major Special Event Request - All Aboard Storage Go Make a Difference 5K Run/Walk located at the Clark Office Building, 5111 S Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the All Aboard Storage Go Make a Difference 5K Run/Walk located at the Clark Office Building, 5111 S Ridgewood Avenue, with the route along Katherine Street and Riverside Drive, subject to the conditions in the staff report.

SUMMARY: The applicant Molly Clark, event coordinator at All Aboard Storage, is requesting a special event for the All Aboard Storage Go Make a Difference 5K Run/Walk. The proposed hours of the event are from 6:30 a.m. until 10:00 a.m. on Saturday, April 21, 2018.

The 5K race will start and finish in the parking lot at the Clark Office Building located at 5111 Ridgewood Avenue. Runners will head east on Katherine Street, turn right and proceed south on Riverside Drive and turn around just past Oak Street. Participants will be running within the streets listed above.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the estimates (Resolution 17-25) from the Police and Public Works departments for staff overtime costs and equipment to assist the event with traffic control and safety.

The applicant states that the proceeds raised from this event will directly benefit, Our Lady of Lourdes Catholic School, a non-profit school whose mission is to help change lives through a high-quality education in a loving, safe environment.

The applicant has also requested the surety bond be waived. 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. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. **Should Council choose to require the bond, the conditions will need to be revised.**

The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	2018 Go Make a Difference 5k - staff report - April.pdf
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Briana Conlan-King	Created/Initiated - 02/01/2018
Tim Burman	Approved - 02/01/2018
Thomas Grimaldi	Approved - 02/05/2018
Ronny Buttrum	Approved - 02/05/2018
Jake Johansson	Approved - 02/07/2018
Robin Fenwick	Final Approval - 02/07/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST: All Aboard Storage Go Make a Difference 5K Run/Walk
APPLICANT: Molly Clark, event coordinator, All Aboard Storage
EVENT LOCATION: Clark Office Building – 5111 S Ridgewood Avenue.
STAFF CONTACT: Briana Conlan-King, Planner
CITY COUNCIL DATE: February 20, 2018

SUMMARY:

Staff has received a special event request for a 5K Run/Walk from Molly Clark, event coordinator at All Aboard Storage. The proposed hours of the event are from 6:30 a.m. until 10:00 a.m. on Saturday, April 21, 2018.

The 5K race will start and finish in the parking lot at the Clark Office Building located at 5111 Ridgewood Avenue. Runners will head east on Katherine Street, turn right and proceed south on Riverside Drive and turn around just past Oak Street. Participants will be running within the streets listed above.

After the completion of the race, there will be an awards ceremony after completion of the race at the Clark Office Building, located at 5111 Ridgewood Avenue. The ceremony will have designated areas for refreshments, post-race massages, and sponsor exhibit tents. There will be trash receptacles on site for the ceremony events.

Parking for the event will be onsite at the Clark Office Building. Restrooms will be available inside the building and port-o-lets will be provided by the applicant. Clean up for the race and ceremony will occur immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues.

CODE VIOLATIONS:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The applicant states that the proceeds raised from this event will directly benefit, Our Lady of Lourdes Catholic School, a non-profit school whose mission is to help change lives through a high-quality education in a loving, safe environment.

The applicant has also requested the surety bond be waived. 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.

RECOMMENDATION:

Staff recommends approval of the Go Make a Difference 5K Run/Walk subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 17-25.**
4. Hours of the event shall be from 6:30 a.m. until 10:00 a.m.
5. Access shall be maintained for all emergency vehicles.
6. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
7. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
8. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
9. 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B11) Major Special Event Request - Bike Week 2018, The Last Resort Bar

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the six (6) day Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue, subject to the conditions in the staff report.

SUMMARY: Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2018. The proposed event is planned for a six (6) day period from Monday, March 12, through Saturday, March 17, 2018. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. This is the first Special Event for The Last Resort Bar in 2018. The dates of Bike Week, as recognized by the Daytona Regional Chamber of Commerce, are Friday, March 9, 2018, through Sunday, March 18, 2018.

Mr. Bulling is requesting a time extension for outside music on the Friday and Saturday nights of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, **and the attached conditions do not permit the extra hour.**

Normal operations of The Last Resort Bar will continue. Twenty (20) vendors have been requested and may be in place throughout the site. Each vendor is required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include the sale of t-shirts, leather, bike accessories, food, and alcohol along with private security provided by the bar.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost estimates (Resolution 17-25) from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues within the City of Port Orange.

The Last Resort Bar has requested that the surety bond be waived due to the past good performance in clean-up after previous events. *City Council has not waived the surety bond for these events in recent years.* The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the

staff conditions require it. **If City Council prefers to waive the surety bond, the conditions would need to be modified.**

The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Last Resort - Bike Week 2018.pdf
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Briana Conlan-King	Created/Initiated - 02/01/2018
Tim Burman	Approved - 02/01/2018
Thomas Grimaldi	Approved - 02/05/2018
Ronny Buttrum	Approved - 02/05/2018
Jake Johansson	Approved - 02/07/2018
Robin Fenwick	Final Approval - 02/07/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST: Major Special Event – Bike Week 2018
APPLICANT: Al Bulling
EVENT LOCATION: The Last Resort Bar – 5812 S. Ridgewood Avenue
STAFF CONTACT: Briana Conlan-King, Planner
CITY COUNCIL DATE: February 20, 2018

SUMMARY:

Al Bulling, owner of The Last Resort Bar, 5812 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2018. The proposed event is planned for a six (6) day period from Monday, March 12, through Saturday, March 17, 2018. The requested hours for the event are from 11:00 a.m. to 10:00 p.m., daily. The event is planned for the property currently occupied by The Last Resort Bar at 5812 South Ridgewood Avenue.

Mr. Bulling is requesting a time extension for outside music on Friday night, March 16 and Saturday night, March 17 of the event. If the Council grants this extension, outside music would cease at 11:00 p.m. City Council has not approved this extension for past events, and **the attached conditions do not permit the extra hour.**

Normal operations of The Last Resort Bar will continue. Twenty (20) vendors have been requested and may be in place throughout the site. Each vendor is required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include the sale of t-shirts, leather, bike accessories, food, and alcohol along with private security provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas. In addition, the *Port Orange Code of Ordinances* prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received estimates from the Police and Public Works departments for staff overtime and equipment (barricades, signs, etc.) to assist the event with traffic control and safety issues within the City of Port Orange.

This proposed event is being held in conjunction with the regional community-wide special event, Bike Week 2018. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 9, 2018, through Sunday March 18, 2018. This is the first Special Event for The Last Resort Bar in 2018.

The Last Resort Bar has requested that the surety bond be waived due to the past good performance in clean-up after previous events. *City Council has not waived the surety bond for these events in recent years.* The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. **If City Council prefers to waive the surety bond, the conditions would need to be modified.**

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

Staff recommends approval of The Last Resort Bar Special Event request, subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 17-25.**
4. The Last Resort shall be responsible to contact Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 10:00 p.m. The Last Resort Bar also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
7. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
8. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

9. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The Last Resort Bar must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
10. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
11. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
12. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
13. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
14. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.
15. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1), shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*

16. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
17. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
18. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
19. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.
20. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
21. A temporary sign permit shall be required for the one (1) banner permitted for this event.
22. No trees shall be removed and care shall be taken to protect landscaped areas.
23. The Last Resort Bar shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
24. Any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.
25. It is The Last Resort Bar's responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
26. No more than the requested twenty (20) vendors shall be on this site.
27. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
28. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
29. The \$250.00 surety bond must be paid in full before issuance of permit.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (B12) Major Special Event Request - Bike Week 2018, The First Turn Steakhouse & Lounge

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the ten (10) day Special Event request for The First Turn Steakhouse & Lounge located at 5236, 5204 and 5164 Ridgewood Avenue subject to the conditions in the staff report.

SUMMARY: Mr. Rick Hilliard, owner of The First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Bike Week 2018. The proposed event is planned for a ten (10) day period from Friday, March 9, through Sunday, March 18, 2018. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. This will be the first Special Event for The First Turn Steakhouse & Lounge in 2018. The dates of Bike Week, as recognized by the Daytona Regional Chamber of Commerce, are Friday, March 9, 2018, through Sunday March 18, 2018.

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Each vendor is required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with security.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost estimates (resolution 17-25) from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues within the City of Port Orange.

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events. *City Council has not waived the surety bond for these events in recent years.* The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. **If City Council prefers to waive the surety bond, the conditions would need to be modified.**

The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - First Turn- Bike Week '18.pdf
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Briana Conlan-King	Created/Initiated - 02/01/2018
Tim Burman	Approved - 02/01/2018
Thomas Grimaldi	Approved - 02/05/2018
Ronny Buttrum	Approved - 02/05/2018
Jake Johansson	Approved - 02/07/2018
Robin Fenwick	Final Approval - 02/07/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST:	Major Special Event – Bike Week 2018
APPLICANT:	Rick Hilliard
EVENT LOCATION:	The First Turn Steakhouse & Lounge – 5236, 5204, 5164 S. Ridgewood Avenue
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	February 20, 2018

SUMMARY:

Rick Hilliard, owner of The First Turn Steakhouse & Lounge, 5236 South Ridgewood Avenue, requests approval for a Special Event to be held during Bike Week 2018. The proposed event is planned for a ten (10) day period from Friday, March 9, through Sunday, March 18, 2018. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily, with outside music ending at 10:00 p.m.

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Each vendor is required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with security.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas. In addition, the *Port Orange Code of Ordinances* prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received estimates from the Police and Public Works departments for staff overtime and equipment (barricades, signs, etc.) to assist the event with traffic control and safety issues within the City of Port Orange.

This proposed event is being held in conjunction with the regional community-wide special event, Bike Week 2018. The dates of Bike Week as recognized by the Daytona Regional

Chamber of Commerce are Friday, March 9, 2018, through Sunday March 18, 2018. This is the first Special Event for The First Turn Steakhouse & Lounge in 2018.

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events. *City Council has not waived the surety bond for these events in recent years.* The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. **If City Council prefers to waive the surety bond, the conditions would need to be modified.**

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

Staff is not aware of any issues during recent events at The First Turn Steakhouse & Lounge. Staff recommends approval of The First Turn Steakhouse & Lounge Special Event request, subject to the following conditions:

- 1. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
- 2. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
- 3. Rates for this event for staff time and equipment are per Resolution 17-25.**
4. The First Turn Steakhouse & Lounge shall be responsible Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for The First Turn Steakhouse & Lounge. These properties are only used for additional parking. Signs stating, "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.
7. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.

9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of The First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. The First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
13. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.
17. The First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The First Turn Steakhouse & Lounge at the rate of \$40.00 per hour with a minimum of three hours.
21. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for the one (1) banner permitted for this event.
24. No trees shall be removed and care shall be taken to protect landscaped areas.
25. The First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
26. Repair of any disturbance of public right-of-way shall be the sole responsibility of The First Turn Steakhouse & Lounge.
27. It is The First Turn Steakhouse & Lounges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
28. No more than the requested twelve (12) vendors shall be on this site.

29. The First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
31. The \$250.00 surety bond must be paid in full before issuance of permit.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B13) Major Special Event Request - Bike Week 2018, Hold Fast Tattoo

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the seven (7) day Special Event request for Hold Fast Tattoo located at 5153 South Ridgewood Avenue subject to the conditions in the staff report.

SUMMARY: Mr. Norton, owner of Hold Fast Tattoo, requests approval of a Major Special Event to be held during Bike Week 2018. The proposed event is planned for a seven (7) day period from Sunday, March 11, through Saturday, March 17, 2018. The proposed hours for the event are from 12:00 p.m. until 4:00 p.m. on March 17, 2018, and from 12:00 p.m. to 5:00 p.m. on March 11 through March 16, 2018. This will be the first Special Event for Hold Fast Tattoo in 2018. The dates of Bike Week, as recognized by the Daytona Regional Chamber of Commerce, are Friday, March 9, 2018, through Sunday March 18, 2018.

Normal operations of Hold Fast Tattoo will continue. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include a bike show and a live band on March 17, 2018, and a bike wash on March 11 through March 17, 2018. The applicant states that all proceeds and donations will be made to the National Kidney Foundation of Florida.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. As this event is site contained, no additional City services were requested or required for staff time and equipment.

The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Hold Fast- Bike Week 2018.pdf
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Briana Conlan-King
Tim Burman

Created/Initiated - 01/26/2018
Approved - 02/01/2018

Thomas Grimaldi
Ronny Buttrum
Jake Johansson
Robin Fenwick

Approved - 02/02/2018
Approved - 02/02/2018
Approved - 02/05/2018
Final Approval - 02/05/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST:	Major Special Event – Bike Week 2018
APPLICANT:	Chris Norton
EVENT LOCATION:	Hold Fast Tattoo – 5153 S. Ridgewood Avenue
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	February 20, 2018

SUMMARY:

Chris Norton, owner of Hold Fast Tattoo, 5153 South Ridgewood Avenue, requests approval for a Major Special Event to be held during Bike Week 2018. The proposed event is planned for a seven (7) day period from Sunday, March 11, through Saturday, March 17, 2018. The proposed hours for the event are from 12:00 p.m. until 4:00 p.m. on March 17, 2018, and from 12:00 p.m. to 5:00 p.m. on March 11 through March 16, 2018. This will be the first Special Event for Hold Fast Tattoo in 2018.

Normal operations of Hold Fast Tattoo will continue. The outdoor activities for this event, intended to target the crowd attending Bike Week 2018, include a bike show and a live band on March 17, 2018, and a bike wash on March 11 through 17, 2018. The applicant states that all proceeds, will benefit The National Kidney Foundation of Florida, a non-profit organization whose mission is to “improve the health and well-being of individuals and families affected by these kidney and urinary tract diseases, and increase the availability of all organs for transplantation.”

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. Hold Fast Tattoo shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued, and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council’s previous approvals for Bike Week, it is staffs’ understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. As this event is site contained, no additional City services were requested or required for staff time and equipment.

This proposed event is being held in conjunction with the regional community-wide special event, Bike Week 2018. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 9, 2018, through Sunday March 18, 2018. This is the first Special Event for Hold Fast Tattoo in 2018.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The applicant states that the proceeds raised from 12:00pm to 4:00pm on Saturday March 17, 2018, during the bike wash, will benefit The National Kidney Foundation of Florida, a non-profit organization whose mission is to “improve the health and well-being of individuals and families affected by these kidney and urinary tract diseases, and increase the availability of all organs for transplantation.”

Staff recommends approval of Hold Fast Tattoo’s Special Event request, subject to the following conditions:

- 1. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
- 2. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
- 3. Rates for this event for staff time and equipment are per Resolution 17-25.**
4. Hold Fast Tattoo shall be responsible to contact Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 12:00 p.m. until 4:00 p.m. on March 17, 2018, and from 12:00 p.m. to 5:00 p.m. on March 11, through March 16, 2018.
6. Where fences are required to delineate parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
7. Hold Fast Tattoo shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, Hold Fast Tattoo must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. *Provisions and Standards of the City’s Body Art Ordinance*.
 - c. *Provisions and Standards of the City’s Sexually Oriented Businesses Code*.
 - d. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and*

Membrane Structures. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

9. If any outdoor lighting or other structural features are to be installed in association with this event, Hold Fast Tattoo shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
12. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of Hold Fast Tattoo to maintain access for emergency vehicles.
13. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
14. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
15. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. Hold Fast Tattoo shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of Hold Fast Tattoo at the rate of \$40.00 per hour with a minimum of three hours.
17. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
18. A temporary sign permit shall be required for the one (1) banner permitted for this event.
19. No trees shall be removed and care shall be taken to protect landscaped areas.
20. Hold Fast Tattoo shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.

21. Repair of any disturbance of public right-of-way shall be the sole responsibility of Hold Fast Tattoo.
22. It is Hold Fast Tattoos' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
23. Hold Fast Tattoo shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
24. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
25. The \$250.00 surety bond must be paid in full before issuance of permit.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B14) Request for Historic Tree Removal at 238 N Brighton Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 238 N. Brighton Drive.

SUMMARY: The applicant is requesting to remove one 39-inch diameter live oak tree. Staff assessed the condition of the tree and determined the tree has significant heart rot. Heart rot is a fungal disease that causes the decay of wood at the center of the trunk and branches resulting in the tree being structurally weaker and prone to breakage. In this tree, the decay is evident at the base of the tree. The tree is deteriorating and will continue to drop debris and limbs, and has a high risk of breaking apart and falling over.

The tree is located in the front yard approximately 10 feet from the house. The tree has a natural lean towards the house. The property owner would like approval to remove the tree fearing that it could pose a threat to the home. The large live oak adjacent to this tree is healthy and will not be removed.

Removal of this tree will not make the lot deficient in the number of required trees as there would be four (4) shade trees and six (6) palms remaining, and according to the Land Development Code (LDC), four (4) shade trees are required. In accordance with the LDC, a replacement tree is not required as the removal does not result in less trees than required for this single family residence.

Based on the condition of the tree and proximity to the structure, staff recommends approval of the request to remove one historic 39-inch diameter live oak tree.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	238 N Brighton Drive Tree Photos	238 N Brighton Drive Tree Photos.pdf
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Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 02/01/2018
Approved - 02/07/2018
Approved - 02/09/2018
Final Approval - 02/09/2018



VIEW OF THE TREE TAKEN FROM THE SIDE LOT LINE. THE TREE CLOSEST TO THE HOUSE IS THE ONE TO BE REMOVED. THE TREE ON THE RIGHT IS THE TREE TO REMAIN.



HOLE AT THE BASE OF THE TREE. THE DECAY PENETRATES THROUGH THE TRUNK AND OUT THE OTHER SIDE. A LARGE PORTION OF THE TRUNK IS HOLLOW.



VIEW OF THE TREE TAKEN FROM THE STREET. TREE ON THE LEFT IS TO REMAIN. TREE ON THE RIGHT IS THE TREE TO BE REMOVED.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B15) Request for Historic Tree Removal at 351 Hearthstone Terrace

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 351 Hearthstone Terrace.

SUMMARY: The applicant is requesting to remove one 38-inch diameter live oak tree. Although the tree appears healthy and has a full canopy, the trunk splits into two co-dominant trunks approximately eight (8) feet from the ground. Included bark has formed in the junction of the co-dominant trunks because of the narrow angle union (the union looks more like a “V” rather than a “U”). As the tree has grown, the narrow union has filled with bark creating a growing area of structural weakness. This weakness is a future failure point as the two co-dominant trunks grow in diameter and press against each other, ultimately leading to one trunk splitting and shearing away from the other. The homeowner is concerned that this failure has begun to happen as he feels a crack has become noticeable following Hurricane Irma. Staff consulted with the City Forester who provided a tree risk assessment. In addition to verifying that the two co-dominant trunks and included bark pose a high risk to the home, the assessment determines that removing one trunk would not be an option as it would expose the root system to decay that the tree could not recover from.

Removal of this tree will not make the lot deficient in the number of required trees as there would be two (2) shade trees and four (4) palms remaining, and according to the Land Development Code (LDC), four (4) shade trees are required. For purposes of tree removal on existing single-family residential lots, palm trees may be credited on a 2:1 basis as shade trees. In accordance with the LDC, a replacement tree is not required as the removal does not result in less trees than required for this single-family residence.

Based on the structural weakness of the tree, staff recommends approval of the historic tree removal request to remove one 38-inch diameter live oak tree.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Tree Photos	351 Hearthstone Terrace Tree Photos.pdf
2.	351 Hearthstone Risk Assessment (003)	351 Hearthstone Risk Assessment (003).pdf

Briana Conlan-King
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 02/01/2018
Approved - 02/07/2018
Approved - 02/09/2018
Final Approval - 02/09/2018



TREE SPLITS INTO TWO CO-DOMINANT TRUNKS.
THE DARK LINE IS THE INCLUDED BARK.

Historic Tree Removal Request – 351 Hearthstone Terrace



NARROW ANGLE
UNION ("V" SHAPED)
WITH INCLUDED
BARK = WEAK
STRUCTURE=
FUTURE POINT OF
FAILURE WHERE THE
TRUNKS SPLIT AND
SHEAR AWAY FROM
EACH OTHER.



Basic Tree Risk Assessment Form

Client City of Port Orange Date 2/12/2018 Time 11:30
Address/Tree location 351 HEARTHSTONE, PORT ORANGE FLORIDA Tree no. 1 Sheet 1 of 2
Tree species LIVE OAK, QUERCUS VIRGINIANA dbh 38.4 INCHES Height 60 FEET Crown spread dia. 50 TO 60 FEET
Assessor(s) STEVE EDGAR Time frame _____ Tools used STANDARD

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	HOME, 28' FROM TREE	☒	☒	☒	4	NO	NO
2	DRIVEWAY 15' FROM TREE	☒	☒	☒	3	NO	NO
3	CITY SIDE WALK 13' FROM TREE	☒	☒	☒	1	NO	NO
4	CITY STREET (HEARTHSTONE) 33' FROM TREE	☒	☒	☒	2	NO	NO

Site Factors

History of failures NONE VISABLE Topography Flat ☒ Slope ☐ _____ % Aspect _____
Site changes None ☐ Grade change ☐ Site clearing ☒ Changed soil hydrology ☐ Root cuts ☒ Describe CLEARING WHEN HOME WAS BUILT
Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☐ Pavement over roots ☒ 10' _____ % Describe DRIVE AND SIDE WALK
Prevailing wind direction _____ Common weather Strong winds ☒ Ice ☐ Snow ☐ Heavy rain ☐ Describe HURRICANE AND T. STORMS

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal 99 % Chlorotic _____ % Necrotic _____ %
Pests _____ Abiotic _____
Species failure profile Branches ☒ Trunk ☒ Roots ☒ Describe LIVE OAK, VERY DURABLE, EXCELENT COMP. AND HEART WOOD

Load Factors

Wind exposure Protected ☐ Partial ☐ Full ☒ Wind funneling ☐ _____ Relative crown size Small ☐ Medium ☐ Large ☒
Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☐ Normal ☒ Dense ☐ Vines/Mistletoe/Moss ☐ _____
Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☐ LCR _____ % Cracks ☐ _____ Lightning damage ☐
Dead twigs/branches ☐ _____ % overall Max. dia. _____ Codominant ☐ _____ Included bark ☐
Broken/Hangers Number 2 Max. dia. 2" Weak attachments ☐ _____ Cavity/Nest hole _____ % circ.
Over-extended branches ☐ Previous branch failures ☐ _____ Similar branches present ☐
Pruning history
Crown cleaned ☐ Thinned ☐ Raised ☐ Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
Reduced ☐ Topped ☐ Lion-tailed ☐ Conks ☐ Heartwood decay ☒ _____
Flush cuts ☐ Other _____ Response growth _____
Main concern(s) NONE

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐ _____
Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐ _____

— Trunk —

Dead/Missing bark ☐ Abnormal bark texture/color ☐
Codominant stems ☒ Included bark ☒ Cracks ☒
Sapwood damage/decay ☒ Cankers/Galls/Burls ☐ Sap ooze ☒
Lightning damage ☐ Heartwood decay ☒ Conks/Mushrooms ☐
Cavity/Nest hole _____ % circ. Depth _____ Poor taper ☐
Lean _____ ° Corrected? _____
Response growth _____
Main concern(s) TRUNK FAILURE DUE TO TWIN TRUNKS

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
Likelihood of failure Improbable ☐ Possible ☐ Probable ☒ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
Dead ☐ Decay ☐ Conks/Mushrooms ☐
Ooze ☐ Cavity ☐ _____ % circ.
Cracks ☐ Cut/Damaged roots ☐ Distance from trunk _____
Root plate lifting ☐ Soil weakness ☐
Response growth _____
Main concern(s) LACK OF ROOT SUPORT ON FAR STEM

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
Likelihood of failure Improbable ☒ Possible ☐ Probable ☐ Imminent ☐

Risk Categorization																							
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood												Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)								
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe	
1	TRUNK	DOUBLE TRUNK	38"	60'	1	PARTIAL																HIGH	
					2	PARTIAL																HIGH	
					3	NONE																	LOW
2	TRUNK	DOUBLE TRUNK			4	NONE																LOW	
3	ROOTS	DOUBLE TRUNK			1	PARTIAL																LOW	
					2	PARTIAL																LOW	
					3	NONE																	LOW
4	ROOTS	DOUBLE TRUNK			4	NONE																LOW	

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions

THIS TREE HAS A DOUBLE TRUNK THAT IS GROWING ITSELF APART. THE CONTACT POINT BETWEEN TRUNKS HAS A LARGE AMOUNT OF INCLUDED BARK AND SOME DECAY

Mitigation options NONE AVAILABLE, REMOVING ONE SIDE OF THE TREE WILL INTRODUCE MASSIVE DECAY INTO THE LOWER STEM.

Residual risk HIGH

Residual risk

Residual risk

Residual risk

Overall tree risk rating Low ☐ Moderate ☐ High ☒ Extreme ☐

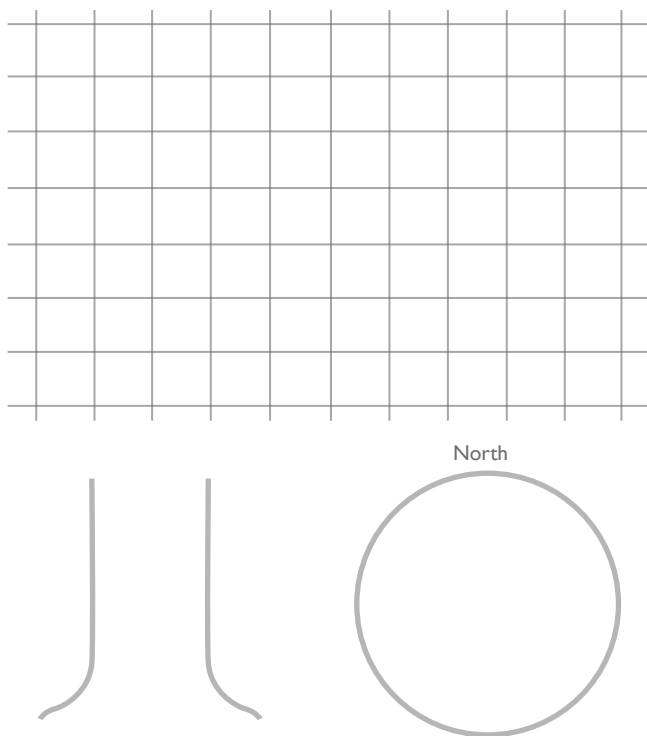
Work priority 1 ☐ 2 ☐ 3 ☐ 4 ☐

Overall residual risk Low ☐ Moderate ☐ High ☐ Extreme ☐

Recommended inspection interval

Data ☐ Final ☐ Preliminary Advanced assessment needed ☒ No ☐ Yes-Type/Reason WILL NOT CHANGE RISK ASSESSMENT

Inspection limitations ☐ None ☒ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe THE BELOW GROUND PORTIONS OF ROOTS





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (B16) Request for Historic Tree Removal at 805 Banbury Drive

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 805 Banbury Drive.

SUMMARY: The applicants are requesting to remove one 46-inch diameter live oak tree. The residential lot is currently undeveloped. The applicants just purchased the lot and are planning to build their retirement home.

There are four large live oak trees on the lot along with assorted smaller trees. Staff confirms the information contained in the attached tree protection report to be accurate; that all four of the large live oak trees are in generally good health, however, they have all sustained canopy damage due to the hurricanes over the past year or two. The 46-inch tree requested for removal (identified as Tree #1 on the tree location exhibit) is located within the buildable area of the lot and the tree canopy extends over the buildable area. This lot is one of five created by the Northern Lites Subdivision that was platted in 2011. Tree conservation easements were created on the plat to protect specimen and historic trees to comply with tree preservation requirements of the Land Development Code. This lot is encumbered by portions of four (4) separate tree conservation easements. Tree #2 and #4 on the tree location exhibit are protected by tree conservation easements. A tree conservation easement was not provided around Tree #1 and #3 at the time of the plat as the development team anticipated they may need removal when a single-family home was laid out the site. Tree #1 and #3 may be removed and the subdivision would still meet the tree preservation requirements of the Land Development Code. The other two (2) tree conservation easements on this lot are in place to protect the dripline of trees located on adjacent lots.

The applicants were attracted to the lot because of the trees and plan to protect as many as possible, however construction of a house would be difficult to achieve without the removal of the 46-inch tree identified as Tree #1. They hired an arborist to prepare the attached tree protection plan and intend to follow through with the recommendations for the other three large live oak trees so that they are not significantly harmed by construction.

Based on the location of the tree, staff recommends approval of the historic tree removal request to remove one 46-inch diameter live oak tree.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Tree protection report-Adams	Tree protection report-Adams.pdf
2.	Tree location exhibit	Tree location exhibit.pdf
3.	Tree photos - 805 Banbury Drive	Tree photos - 805 Banbury Drive.pdf

Margaret Tomlinson
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 02/01/2018
Approved - 02/07/2018
Approved - 02/09/2018
Final Approval - 02/09/2018

Tree Protection Plan

805 Banbury Drive, Port Orange, FL 32129

Prepared for:

Mr & Mrs Adams



Native Florida Landscapes, LLC

Environmental, Native Plant Design & Vegetation Consulting

P.O. Box 2905, Ormond Beach, Fl 32175

386-235-0404 donaldjspence@gmail.com

www.nativefloridalandscapes.com

January 2018

Don Spence, Board Certified Master Arborist FL-1341BM
Principal Scientist

EXECUTIVE SUMMARY

Native Florida Landscapes, LLC is a licensed and insured contractor specializing in the protection, education, and assessment of trees. Native Florida Landscapes employs a Board Certified Master Arborist (FL-1341BM) and strives to provide the best and most accurate tree consulting service possible.

The goal of this report is to demonstrate to the City of Port Orange, FL that the Client has a tree protection plan in place for pre and post-construction activities and that the arborist will be available to monitor construction activities as needed. This report has been tailored to address the tree issues at 805 Banbury Drive, Port Orange, Florida.

SCOPE OF SERVICES

The following components are included in this report and as part of the contract between Native Florida Landscapes and Mr. & Mrs. Adams.

- Evaluate the health of the historic live oak trees on-site
- Develop a pre and post-construction plan for the trees

This report was generated for the sole use of the Adams family for their land development and permitting activities related to this site. It is understood that this report describes the site as it was in January 2018. Subsequently, this report does not claim to describe or have full knowledge of the historic environmental conditions on site. No other use of this document without the express written consent of Native Florida Landscapes, LLC is authorized.

SITE CONDITIONS

This site is expected to be the location of a single family residence in Port Orange, FL., Figure 1. This forest community system is defined as a mesic hammock with an overstory of live oak, magnolia, sabal palm, hickory, elm, and hackberry. There are four historic live oaks (*Quercus virginiana*) on site, Figure 2. At the bottom of Figure 2 is a summary table containing the basic tree health. All the historic trees on site are in good

Tree Protection Plan

condition, each with varying needs of pruning. Figure 2 identifies the approximate location of the 4 historic trees on site along with the deeded tree protection easement along three of the parcel edges. Figure 2 also estimates where the tree protection fences should be placed relative to the center of each tree.

All of the trees have had canopy damage from past storms to the extent that none of the trees have full, 360 degree canopies. Since the trees only have a few large horizontal limbs, the use of the dripline as a demarcation for tree protection will not provide meaningful protection. No major surface roots were observed, which means that if large roots are present will be several inches to 18 inches below the surface. These roots should not be broken with heavy equipment, instead, each root larger than 1 inch in diameter should be cut with sharp tools as not degrade the health of the historic trees.

Based on the location of the house and the location of the large live oaks, Figure 2 represents where the tree protection zones will occur in relation to the structure. These set backs should provide enough tree protection so the trees are not significantly harmed by construction. Mr. and Mrs. Adams have been advised to ask the builder to use chainsaws or pruning tools to cut any roots they find and to not rip them up with machinery.

STATE OF THE TREES

All of the live oak trees are in generally good health, however, they have all sustained canopy damage due to the hurricanes over the past year. We recommend that the vines and shrubs surrounding the tree be removed by hand and mulch be placed under the canopy as much as possible. In addition to providing organic cover for the roots, having mulch placed around the trees before construction will reduce soil compaction from foot traffic and heavy equipment. The challenge for protecting these trees will be to reduce hardscape conflicts with the house foundation that will occur on one side of each of the trees.

To further protect the trees over the long term, we suggest that mulch be used as a ground cover. The use and care of turf grass often harms mature trees. The trees would remain in a more robust state with a regular application of mulch that is between 3 and 4

Tree Protection Plan

inches deep. In addition, care should be taken not to dispose of chemicals or excavate excessive amounts of soil due to the negative impact on the tree's health and stability.

PRE-CONSTRUCTION

The first event that should take place before construction begins is to installation tree protection fences. Since the canopy of each tree is not symmetrical, a general rule of thumb would be to place the tree protection fences 15 feet from the trunk of each historic tree (or as far from the tree as possible while still providing space to construct the house). The tree protection barriers should be sturdy and enclose the entire tree, Figure 3. In areas where people or equipment will be moving, I recommend that you place plywood or mulch over the roots of the trees to displace the weight of the workers or machinery so that the soil around the trees does not become compacted. The use of these techniques will help avoid soil compaction and the need to un-compact the soil after construction has been completed.

Of paramount importance is communication. As construction begins, the site foreman should notify all workers, including sub-contractors, of the importance of preserving the tree protection barriers so not to damage the tree roots. Sturdy barriers will keep heavy equipment from physical damaging the tree, reduce soil compaction, and will reduce the chance that an industrial or inorganic chemical spill (most likely paint) will damage roots and degrade the health of the tree. Figure 4 is an example of a sign that could be attached to each tree's protection barrier.

A common activity during the development or redevelopment of a site is utility and irrigation installation. It is preferable to lay these construction components in straight lines, which often takes them into tree protection areas. Whether work is done by FPL or subcontractors, trenching can cause serious damage to trees. When underground lines are designed to move through a tree protection area it is preferable that the lines be tunneled under a tree's roots instead of trenching across them. Figure 5 illustrates tunneling vs. trenching.

The last issue that can have a negative affect on trees is the presence of too much fill placed over their roots, which means that no fill should be place inside of the tree

Tree Protection Plan

protection barriers. Generally, fill that is greater than 5 inches in depth has the ability to disrupt the homostasis of tree biology – the tree is functionally smothered due to a lack of oxygen. If fill is used on site it should be kept out of the tree protection areas. Where fill is needed in close proximity to a tree, a tree well or retaining wall may be necessary to protect the health of the tree's root systems, Figure 6.

General Precautions for Pre–Construction activities

- Install sturdy tree protection barriers to the dripline of each tree, Figure 3
- Attach notice warning against breaching the tree protection barrier, Figure 4
- Lay plywood or mulch down in areas where construction will occur within the dripline of each tree to reduce soil compaction by machinery and people.
- Prune limbs as soon as a conflict is recognized, prune using ISA ANSI protocol.
- Minimize grade changes around the trees, Figures 6
- Do not allow for paints or other chemicals to be washed or cleaned near the tree protection barriers.

POST–CONSTRUCTION

If the tree protection barriers were successful in protecting the trees it is likely that little or no post-construction tree care will be needed. If any soil compaction did occur during construction, those areas may need to be loosened and uncompacted. Loosening the soil is accomplished through the use of a high pressure nozzle that is inserted into the soil where compaction occurred. This act pushes air back into areas where soil particles were physically forced together. Soil aeration can also be accomplished by pushing a pitchfork into the soil and moving it back and forth to allow air and water to move into the soil.

We are not advising that the builder or homeowner fertilize these trees during or after construction with a Nitrogen based compound. These trees are veteran trees and have a tremendous amount of stored energy. The trees will reallocate resources as necessary to overcome injury. These large trees occur in an ecological community that has rich soil, which is full of organic material that is perfect for the trees. There is no shortage of nutrients available to the tree. If the tree is fertilized with Nitrogen the tree will take up the nutrients and be stimulated to grow. These trees do not need to grow

Tree Protection Plan

any more. The days of these trees growing rapidly are over; these large trees are in the period of their existence where they just maintain the metabolic activity within a narrow range. To fertilize the trees after the stress of construction will likely cause too rapid a growth response. These trees will repair themselves in due time. If a root stimulant is needed, that assessment will be made near the end of construction. The root stimulant is a phytoactive chemical designed to stimulate root growth only.

Watering the tree is a different story. Any extra water the trees can be given will aid in overcoming the stress of construction. The soils on site are well-draining so we are not concerned with flooding. If watering will take place we suggest placing a drip irrigation hose in the dripline of the tree. One hour of drip irrigation three times a week would be beneficial to the tree.

We strongly encourage the owners to avoid placing grass in the dripline of the tree. Grass is a rapidly growing organism that is not well-adapted to this environment. The large trees will cast shade on the grass for most of the day limiting its ability to thrive. The response would be to water and place fertilizer and pesticides on the grass to encourage its growth. The extra water would not be a problem but the detrimental effect fertilizer would have is noted above. The pesticides would disrupt the soil diversity, further degrading the nutrient holding capacity and cycling.

Even if the tree protection barriers remained in place, the trees have likely suffered some level of stress. A few simple activities will help the trees recover:

- Only hand clearing should be allowed within the tree protection areas, unless otherwise stipulated in the approved by the County.
- Do not fertilize the trees.
- Watering would assist the trees in repairing cellular damage.
- Prune off any limbs that were damaged during construction.
- Do not place sod or any other grass within the dripline of the tree.

Trees suffer damage slowly – over a decade or more for large trees. Damage that may occur during construction may not manifest itself for years to come. To increase the odds of long-term tree survival the builder and homeowner should provide the best

protection possible at the beginning of construction. These trees will likely take years to repair the damage they sustained in the soil and canopy. Be patient as they respond.

LONG TERM TREE MANAGEMENT SUGGESTIONS

Used of turn grass up to and against the trees has the potential to degrade the trees. With all the work that has been put into protect the trees, provide 10 – 15 of clear space around the trees where the only thing around the trees is mulch and leaf litter.

The high nutrient input from fertilizer can cause undue stress to the trees. These old trees would benefit most from the presence of mulch. Landscape plants that can tolerate shade would do well and exist in symbiotic relationship with the trees as long as they are not planted in a dense cluster at the base of the trees or of a species that has an invasive nature. Clusters close to the base of the trees would reduce air flow increasing the chances that damaging fungi or bacteria could incubate and harm the trees. Invasive species could also grow out of control reducing biodiversity and nutrient cycling that these trees have been exposed to over the past century.

For more information on invasive species visit: www.fleppc.org ,
<http://plants.ifas.ufl.edu/assessment/> , <http://www.gcario.org/CONSEQUENCES/vol2no2/article2.html> ,
<http://tncweeds.ucdavis.edu/methods.html> ,

For information on native plants visit: www.fnps.org,
<http://www.floridaplants.com/Eflora/cover.htm>, <http://www.afnn.org/>,
http://www.floridaplants.com/bot_fl.htm, <http://www.flwildflowers.com/>, <http://flame.fl-dof.com/apps/trees.php>

If tree protection is successful, the builder and or owner could apply for an award through the National Arbor Day Foundation. The organization has an award for Building With Trees that recognizes homeowners and builders that have employed smart and responsible techniques in regards to tree preservation. The application process would require that a portfolio of the building process be submitted. The portfolio should include pre, during and post-construction photos to document the effort and extent of tree preservation.

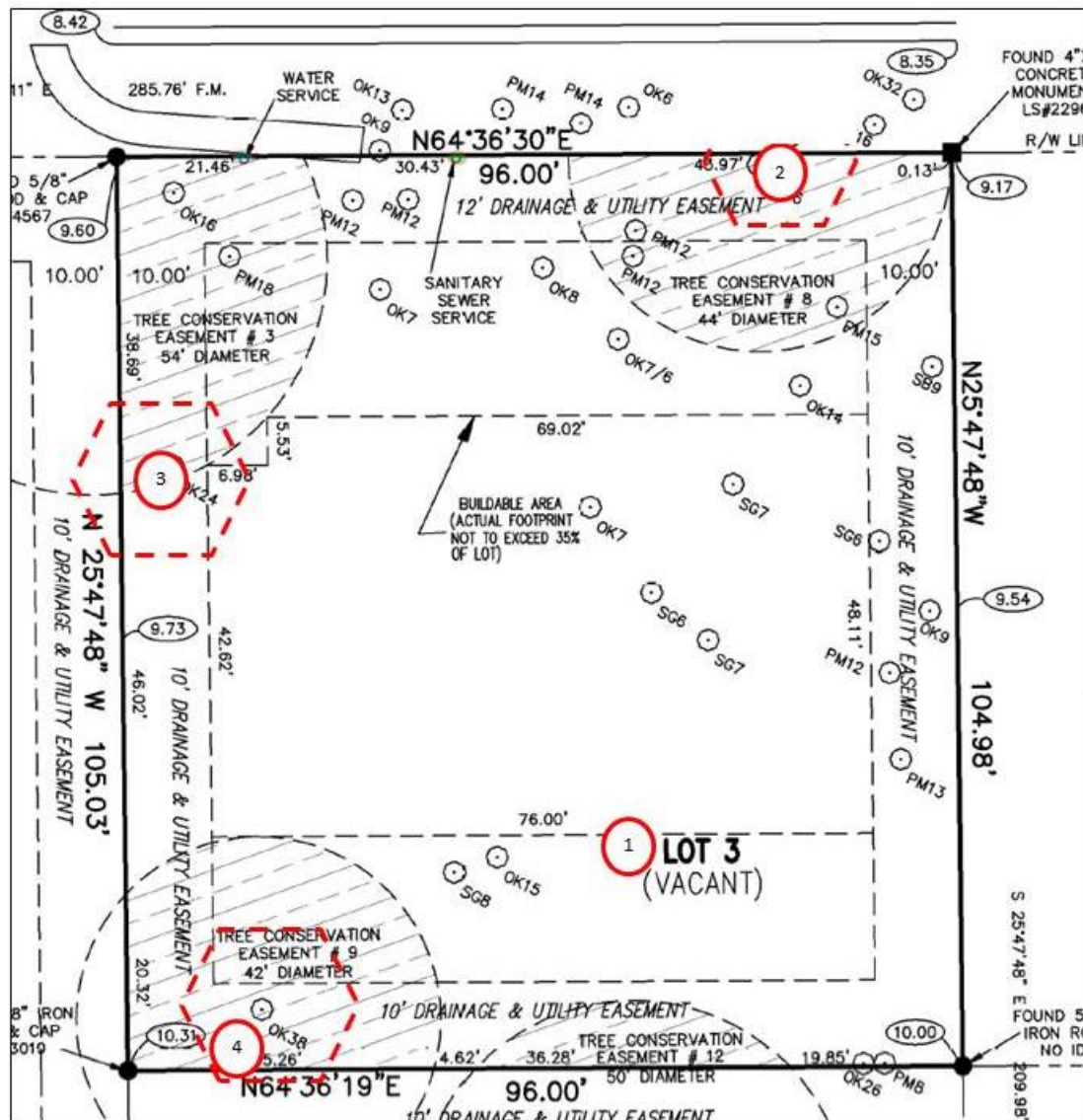
Tree Protection Plan

Figure 1 – Site Location



Tree Protection Plan

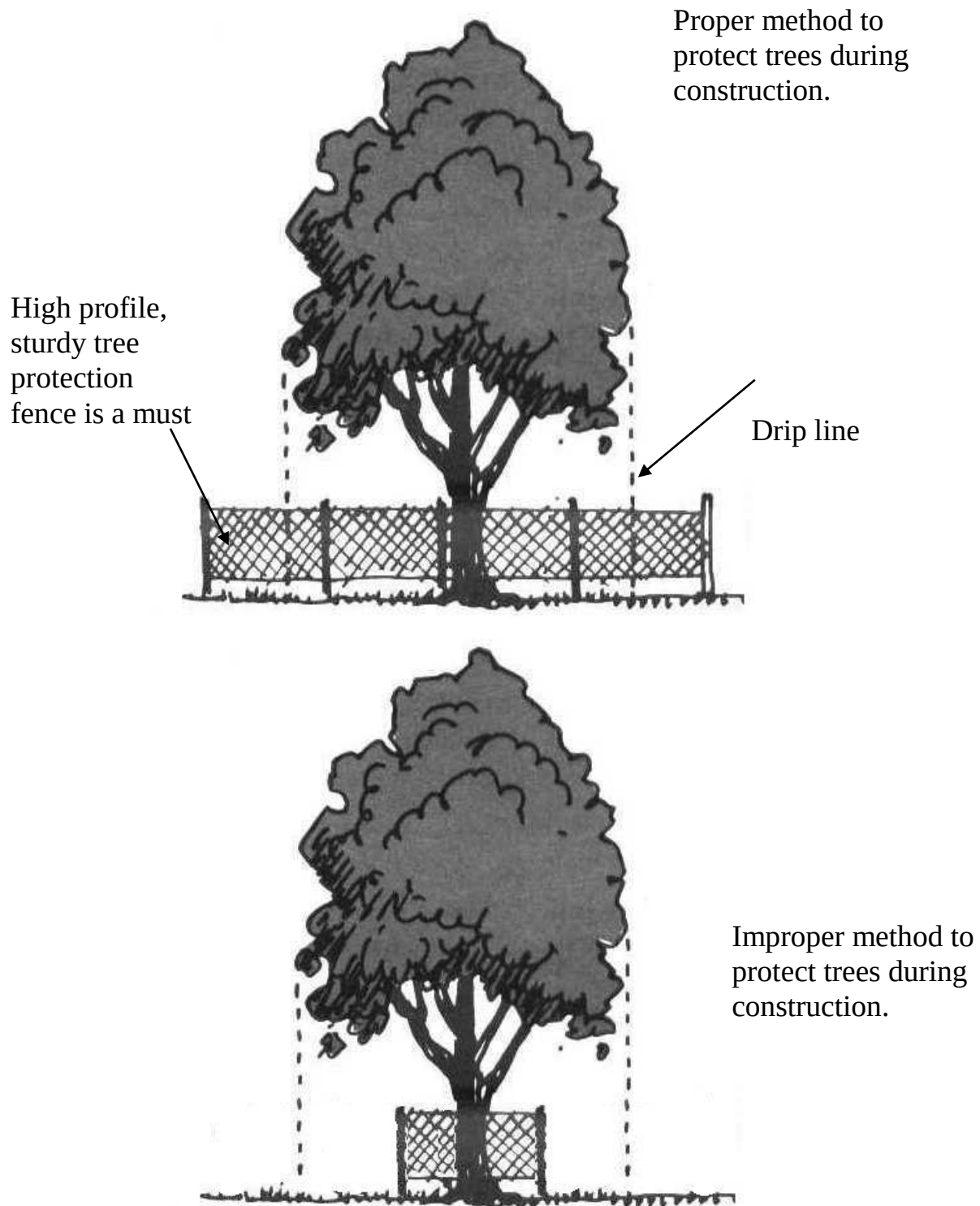
Figure 2, Location of the historic trees on site.



Tree List:

- 1) 46 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 2) 46 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 3) 24 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 4) 38 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended

Figure 3 – Tree Protection Guidelines



Tree protection illustrations are from the Tree City U.S.A. Bulletin, No. 7

Figure 4 – Tree Protection Sign

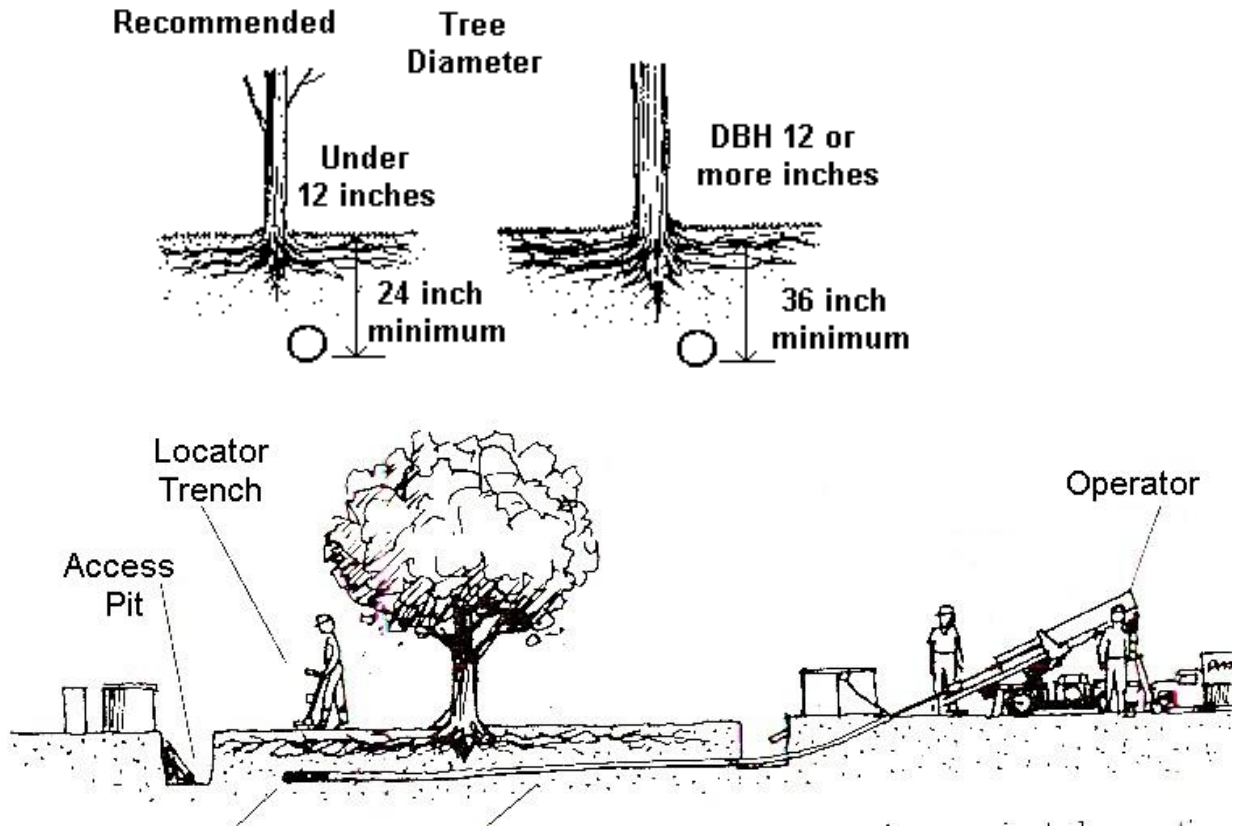
This sign can be reproduced and placed on each tree barrier



Tree Protection Plan

Figure 5 – Trenching vs. Tunneling

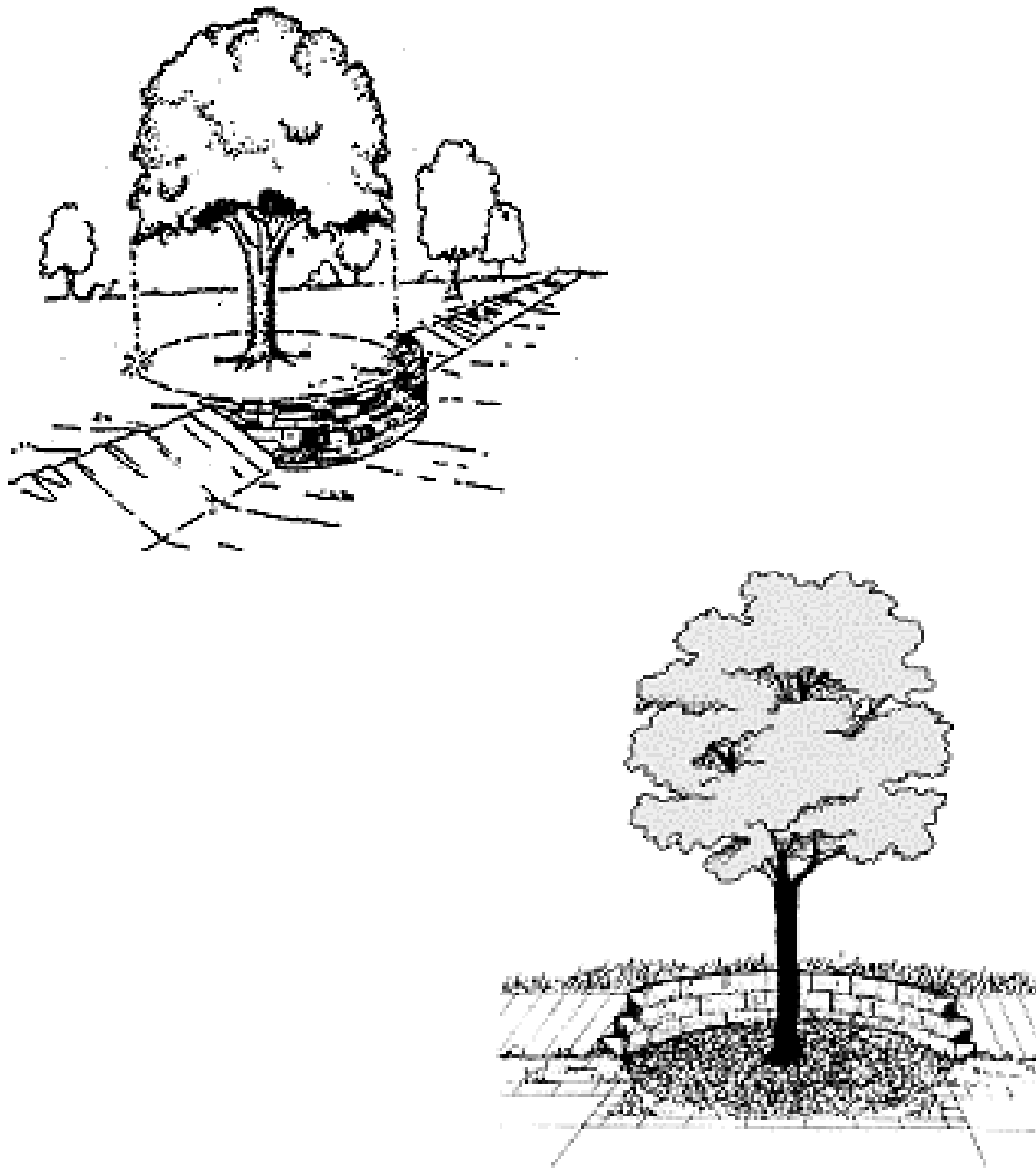
We recommend that tunneling be used in stead of trenching



Tunnelling illustrations are from the Tree City U.S.A. Bulletin

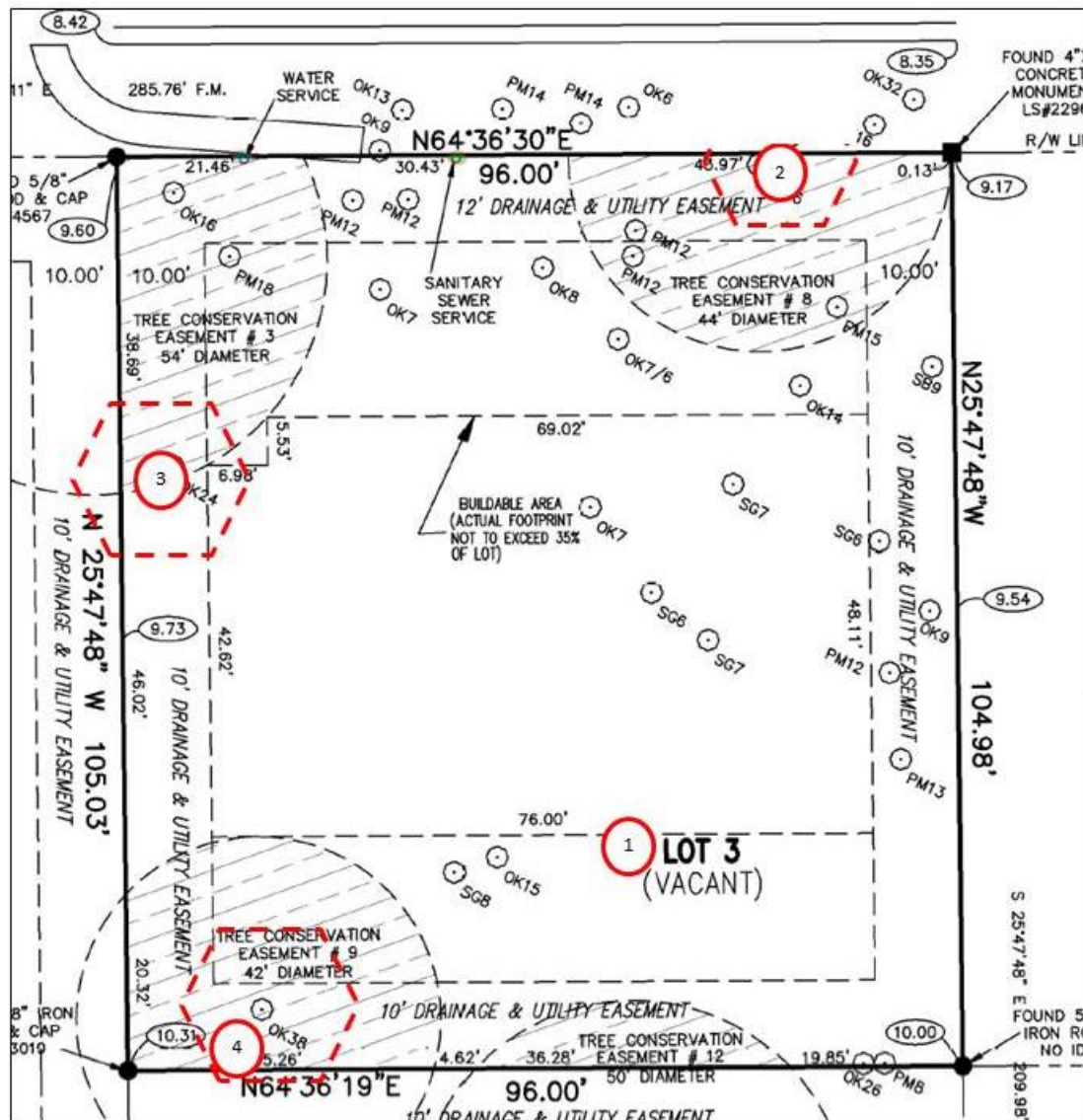
Tree diameter at breast height	Minimum distance from tree to start tunneling
less than 6 inches	Drip line of tree
6 to 9 inches	5 feet
10 to 14 inches	10 feet
15 to 19 inches	15 feet
19 to 24 inches	20 feet
more than 25 inches	35 feet

Figure 6 – Grade changes solutions for root protection



Tree Protection Plan

Figure 2, Location of the historic trees on site.



Tree List:

- 1) 46 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 2) 46 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 3) 24 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended
- 4) 38 DBH inch Live oak (*Quercus virginiana*) good health, pruning recommended



VIEW OF THE 46-INCH LIVE OAK PROPOSED
TO BE REMOVED.



VIEW LOOKING UP INTO THE CANOPY
OF THE TREE.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (F20) First Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-3.

SUMMARY: The attached Ordinance has been prepared to comply with the requirements of Florida law. A pension share plan is required as a part of the collective bargaining agreement and the pension ordinance. City contributions to the share plan are not required by enactment of this ordinance. The city and the bargaining unit are required to negotiate the terms for any future deposit as a part of the collective bargaining process.

The Fire Pension Board will provide an impact statement from the board's actuary prior to second reading.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-3	Ord. No. 2018-3.pdf
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Jamie Miller
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 11/27/2017
Approved - 12/05/2017
Approved - 02/08/2018
Approved - 02/08/2018
Final Approval - 02/08/2018

ORDINANCE 2018-3

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54,
ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT
ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE
PENSION FUND; AMENDING SECTION 54-81,
CONTRIBUTIONS; AMENDING SECTION 54-106, SHARE
PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY OF PROVISIONS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Professional Firefighters Association, covering City firefighters for the period October 1, 2017 through September 30, 2020; and

WHEREAS, the collective bargaining agreement contains certain changes to the City of Port Orange Fire and Rescue Pension Fund for firefighters employed by the City; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreement, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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 ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-81, Contributions, to read as follows:

Sec. 54-81. - Contributions.

(b) State contributions. Any monies received or receivable by reason of laws of the state, for the express purpose of funding and paying for retirement benefits for firefighters of the city, shall be

deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city. In conjunction with the city's adoption of an ordinance implementing this system pursuant to F.S. § 175.351, the board of trustees, with the approval of a majority of city firefighters, and the city have acknowledged and agreed that the insurance premium tax revenues received pursuant to F.S. § 175.101 shall be deposited into and become an integral part of this fund, and not used for any other purpose. The city and union representing city firefighters have mutually agreed that all revenues received pursuant to F.S. Chapter 175 and all accumulated excess Chapter 175 premium tax revenues as of October 1, 2016 shall be used to offset the city's pension contributions.

SECTION 2: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-106, Share plan, to read as follows:

Sec. 54-106. – Share plan.

Pursuant to F.S. Section 175.351, a defined contribution plan component (“share plan”) is hereby established as a component of this system, but will not be activated unless and until a portion of Chapter 175 premium tax revenues has been assigned to fund the share plan. The city and union representing city firefighters have mutually agreed that no Chapter 175 premium tax revenues will be assigned to the share plan at this time. At such time as the city and union agree to assign Chapter 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan. ~~The provisions of the share plan shall be negotiated by the City and the union representing members of the system at the time Chapter 175 premium tax revenues are assigned to fund share plan. The system will continue to operate under the “Naples Letter” interpretation until October 1, 2018, in accordance with F.S. Section 175.351(7).~~

SECTION 3: Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: If any provisions of this ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This ordinance shall become effective upon adoption, except as otherwise specifically provided herein.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2018

Passed and adopted on second and final reading, this ____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (F21) Resolution No. 18-3 - Requesting a Referendum for a half cent sales tax from Volusia County

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-3.

SUMMARY: Resolution No. 18-3 is attached for city council's consideration. The resolution is also being considered by the other municipalities within Volusia County. Florida law requires the governing bodies for the cities constituting a majority of the county population to adopt supporting resolutions before Volusia County places the referendum question on the ballot for consideration by the voters. The State default sharing methodology and resultant anticipated city revenue is also included in the attachments. This methodology was agreed to by most of the city managers as well.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-3	Reso. No. 18-3.pdf
2.	Half Cent Tax Rate Default Formula	2018 010818 Half Cent Tax Rate Default Formula (003).pdf
3.	1 2 cent sales tax staff report	1 2 cent sales tax staff report.docx

Robin Fenwick
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 02/07/2018
Approved - 02/08/2018
Approved - 02/08/2018
Final Approval - 02/08/2018

RESOLUTION NO. 18-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, FLORIDA, REQUESTING AND
SUPPORTING THE COUNTY COUNCIL OF VOLUSIA
COUNTY PLACING A BALLOT QUESTION ON THE 2018
ELECTION BALLOT FOR A ONE-HALF CENT
INFRASTRUCTURE SALES TAX TO BE LEVIED FOR
TWENTY YEARS; PROVIDING FOR SEVERABILITY,
PROVIDING FOR CONFLICTING RESOLUTIONS AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 212.055(2), Florida Statutes (2017), authorizes Volusia County to impose a one-half percent of one percent local government infrastructure surtax upon transactions occurring within Volusia County which are taxable under Chapter 212, Florida Statutes (2017); and

WHEREAS, a one-half percent surtax, under current State sales tax laws, would result in a one-half cent surtax on each one dollar sale as specifically provided in the Florida Statutes; and

WHEREAS, funds generated by the local government infrastructure surtax authorized by Section 212.055(2), Florida Statutes (2017), shall be utilized by Volusia County, the City of Port Orange and the other municipalities of Volusia County to finance, construct, reconstruct, maintain, repair and improve public infrastructure including long term capital maintenance and useful life extension of public infrastructure projects such as new and improved sidewalks near schools, roadway improvements including expansion and major resurfacing, reducing traffic congestion, local flood control and improving water quality and such other similar uses authorized under Florida law for the use and benefit of the citizens of Volusia County and the general public; and

WHEREAS, a sales tax levied on all taxable sales to non-residents and residents alike within Volusia County and, a significant portion of the infrastructure sales tax will be paid by non-permanent residents such as short term and seasonal visitors ("Non-Permanent Residents"); historically, 40% of all sales tax revenue in Volusia County is paid by Non-Permanent Residents according to Mid-Florida Marketing & Research, Inc.; and

WHEREAS, this is fair and equitable as Non-Permanent Residents contribute-significantly to road congestion and wear and tear on roadways and other public infrastructure; and

WHEREAS, since such infrastructure projects have a long useful life and funding would be costly to the current citizens of Volusia County, it is fair and equitable that the current and future Non-Permanent Residents and future permanent residents who will also benefit from such infrastructure improvements share in the cost of these projects; and

WHEREAS, the infrastructure sales tax will allow Volusia County, the City of Port Orange and other municipalities within Volusia County to use current fiscal and monetary resources for other existing and needed municipal services; absent the sales tax the costly infrastructure projects identified for this infrastructure sales tax would either be further delayed or would require the use of significant portions of existing fiscal and monetary resources to fund their respective infrastructure needs; and

WHEREAS, the sales tax revenue generated by the infrastructure sales tax will be allocated pursuant to State law guaranteeing the City of Port Orange, our sister cities and Volusia County with a specified share of the revenue generated by this tax; and

WHEREAS, the revenue generated by the infrastructure sales tax may be used for matching state and federal funds to generate significantly more funding for infrastructure projects in the City of Port Orange and in Volusia County; and

WHEREAS, adequate public infrastructure facilities of the types hereinabove described promote the safe, efficient, and uninterrupted provision of numerous general and essential public services provided by Volusia County, the City of Port Orange and the other municipalities within the County and other related uses as allowed under Florida law; and

WHEREAS, the proceeds of such tax shall be distributed to the county and to municipalities within the county according to distribution formula provided by section 218.62, Florida Statutes; and

WHEREAS, the default formula allows a city to enter into interlocal agreement (s) with Volusia County and or a neighboring city to address infrastructure projects of mutual concern; and

WHEREAS, the City of Port Orange recommends that a citizens' oversight committee representing each city and the county should be established to annually review projects funded by the infrastructure sales tax that will issue reports to the Volusia County Council and each municipality to insure transparency and to provide the citizens of Volusia County with the assurance that funds are being spent in the manner approved by the voters; and

WHEREAS, Section 212.055(2), Florida Statutes (2017). requires voter approval in a county wide precinct referendum election prior to imposition of the local government infrastructure surtax.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF PORT ORANGE, FLORIDA, THAT:

Section 1. The above provisions are hereby incorporated by reference herein.

Section 2. The City of Port Orange hereby requests that the Volusia County Council submit to the citizens of Volusia County at the 2018 General Election whether there should be levied a one-half cent infrastructure sales tax for twenty years.

Section 3. The City of Port Orange hereby suggests for consideration ballot summary language substantially similar to the following:

LOCAL GOVERNMENT INFRASTRUCTURE
HALF-CENT SALES SURTAX.

TO FUND PROJECTS FOR COUNTY AND MUNICIPAL PUBLIC FACILITIES RESTRICTED TO ROADS AND SIDEWALKS, BRIDGES, WATER QUALITY, STORMWATER AND FLOOD CONTROL, AND AMENITIES ANCILLARY TO THOSE FACILITIES, SHALL VOLUSIA COUNTY ORDINANCE _____BE APPROVED TO LEVY A ONE-HALF CENT SALES TAX FOR TWENTY YEARS; AND TO REQUIRE THAT THE COUNTY COUNCIL ESTABLISH A CITIZENS' ADVISORY OVERSIGHT COMMITTEE TO REVIEW THE USE OF PROCEEDS?

____FOR the half-cent sales tax

____AGAINST the half-cent sales tax

Section 4. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 5. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 6. 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: _____
Margaret T. Roberts, City Attorney

Local Discretionary Sales Surtax

Revenue Estimates for the Local Fiscal Year Ending September 30, 2018
 ### Refer to The table Notes for Instructions on Using These Estimates ###

Local Government	1/2 % Tax Rate - Default Formula	
	Distribution Percentage	Estimated Percentage
Daytona Beach	8.240652%	3,716,126
Daytona Beach Shores	0.547896%	247,074
DeBary	2.584597%	1,165,525
Deland	4.059356%	1,830,569
Delltona	11.353991%	5,120,088
Edgewater	2.719304%	1,226,272
Flagler Beach (part)	0.007661%	3,455
Holly Hill	1.509873%	680,878
Lake Helen	0.340152%	153,392
New Smyrna Beach	3.209997%	1,447,550
Oak Hill	0.252050%	113,662
Orange City	1.491487%	672,587
Ormond Beach	5.153616%	2,324,026
Pierson	0.216298%	97,540
Ponce Inlet	0.390971%	176,309
Port Orange	7.573626%	3,415,331
South Daytona	1.613298%	727,518
Volusia County	48.735175%	21,977,153
Countywide Total	100.000000%	45,095,050

Notes:

- 1) This table is designed to provide local governments with an estimate of possible revenues from the hypothetical imposition of a 1/2% local option sales surtax. Currently, there are nine statutorily-authorized local option sales surtaxes: the Charter County and Regional Transportation System Surtax, the Local Government Infrastructure Surtax, the Small County Surtax, the Indigent Care and Trauma Center Surtax, the County Public Hospital Surtax, the School Capital Outlay Surtax, the Voter-Approved Indigent Care Surtax, the Emergency Fire Rescue Services and Facilities Surtax, and the Pension Liability Surtax. Of the nine, only three surtaxes, the Local Government Infrastructure Surtax, the Small County Surtax, and the Emergency Fire Rescue Services and Facilities Surtax, require the proceeds to be shared with municipalities.
- 2) Of the nine statutorily-authorized surtaxes, the two most utilized surtaxes are the Local Government Infrastructure Surtax with 25 counties levying and the Small County Surtax with 29 counties levying. Both the Local Government Infrastructure Surtax and Small County Surtax require the proceeds to be shared with municipalities, either by interlocal agreement or by default formula methodology (i.e., Local Government Half-cent Sales Tax Program formula). This table lists the estimated distributions to individual local governments assuming a 1/2% levy of either the Local Government Infrastructure Surtax or Small County Surtax.
- 3) The distribution percentages and estimated distributions listed under the heading "1/2% Tax Rate - Default Formula" reflect the use of the default formula methodology. Estimated distributions are provided for every jurisdiction even though some counties do not currently impose a local discretionary sales surtax. For those counties that currently do not levy surtax, these estimated distributions can assist local officials considering a future levy.
- 4) For those jurisdictions where the distribution of local discretionary sales surtax proceeds is governed by an interlocal agreement, the distribution percentages per the agreement as well as the estimated distributions are listed in the column labeled "1/2% Tax Rate - Interlocal Agreement". The amounts and percentages are presented in the fashion that the interlocal agreement directs the Department of Revenue to distribute the proceeds. The percentages used are those that were in effect for the 2016-17 local fiscal year.
- 5) If a county imposes a surtax that does not require the proceeds to be shared (i.e., Charter County and Regional Transportation System Surtax, Indigent Care and Trauma Center Surtax, County Public Hospital Surtax, School Capital Outlay Surtax, and Voter-Approved Indigent Care Surtax), then county or school district officials should refer to the estimated countywide total. If the imposed surtax is levied at a rate other than 1/2%, then the estimated countywide total should be adjusted accordingly (e.g., multiplying the countywide total by 0.5 for a School Capital Outlay Surtax levy).
- 6) If the reader is uncertain which surtax(es) is/are imposed in a particular county, please refer to the table entitled "2017 Local Discretionary Sales Surtax Rates in Florida's Counties" available in this report.



STAFF REPORT

Sales Tax Resolution

REQUEST: Approve Resolution of support to encourage the County Council to add a referendum to the November Ballot for consideration of an increase in sales tax to support infrastructure improvements in Volusia County cities and unincorporated areas

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Jake Johansson, City Manager (386) 506-5501

OVERVIEW

For the past two years funding at the Federal and State level to fund local road, sidewalk and other infrastructure projects has not kept up with the need to rebuild or maintain our infrastructure. Recent Federal talking points have reiterated the need to update out infrastructure with the nation's roads and highways getting a grade of D from the American Society of Civil Engineers. Florida's roads, highways and bridges have a grade of C and our coastal flooding mitigation and storm water are a D. With funding shrinking the County is looking at ways to shore up our infrastructure needs.

DISCUSSION

The Elected Officials Roundtable approached the County and City Manager(s) to develop a plan to put the question of a sales tax increase on the November 2018 ballot as a referendum vote for the public to decide. The assumptions were:

- a. The public would decide what type of projects would be funded.
- b. A list of projects would be provided so the public would understand where the money is going
- c. The public **would not pay** for a survey to determine if the additional ½ cent sales tax should be levied.
- d. Generally every city should agree with the apportionment of revenue generated.
- e. There would be a review committee that reviews projects and reports compliance to the County.

The CEO Alliance funded a survey to determine what items would be important to the public regarding infrastructure repairs if a sales tax increase were to be approved. The survey concluded that it would be used to finance, construct, repair and improve public infrastructure projects such as:

- Sidewalks near schools
- Trails
- Roadway improvements (expansion and resurfacing)
- Reducing traffic congestion
- Local Flood control
- Improving Water Quality

Based on the survey and follow on discussions at the Elected Officials Roundtable it was determined that a ½ cent sales tax would be beneficial to the county in supporting infrastructure repairs and could be supported by voters IF the voters were properly educated on what projects would be completed with the proceeds from the tax. The city provided a list of approved projects last year and is prepared to revisit that list in the near future to prioritize them before the November referendum, should it get approved for the ballot. Staff had also previously prepared a list of stormwater/flooding projects that will also be prioritized as an option for these funds should they be made available.

RECOMMENDATION:

Staff recommends approval of this resolution forwarding our support of a referendum for the ½ cent sales tax increase on the November 2018 ballot.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (F22) Resolution No. 18-4 - Electronic Filing of Campaign Reports

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Resolution No. 18-4.

SUMMARY: The County Supervisor of Elections has implemented a system to allow municipal candidates to file their campaign reports electronically after the City Council approves an Ordinance directing same. This would be in lieu of paper reports.

Once the candidate has filed the Appointment of Campaign Treasurer and Designation of Campaign Depository (DS-DE-9), the City Clerk will forward a copy to the Volusia County Supervisor of Elections. The candidate will then be contacted by the County Supervisor of Elections to set up their account for electronically filing directly with the County.

This Resolution also approves the attached MOU with the Supervisor of Elections and authorizes the City Manager and City Clerk to execute the same. The City Clerk will still be responsible for monitoring whether Port Orange municipal candidates reports' are filed, and on time.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-4	Resolution No. 18-4.pdf
2.	Memorandum of Understanding - Supervisor of Elections Campaign Finance Report Electronic Filing System	Memorandum of Understanding - Supervisor of Elections Campaign Finance Report Electronic Filing System.pdf

Robin Fenwick
Alan Rosen
Margaret Roberts
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 11/27/2017
Approved - 11/27/2017
Approved - 12/18/2017
Approved - 02/09/2018
Approved - 02/12/2018
Final Approval - 02/12/2018

RESOLUTION NO. 18-4

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; REQUIRING ELECTRONIC FILING OF CAMPAIGN FINANCE REPORTS OF LOCAL CANDIDATES; AUTHORIZING THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS REGARDING THE ELECTRONIC FILING SYSTEM; ESTABLISHING ALTERNATIVE PROCEDURE FOR FILING CAMPAIGN FILING REPORTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has authority under Section 106.07(2)(a)2., Florida Statutes, to require that those campaign finance reports identified in Chapter 106, Florida Statutes, of candidates for elective office within the City of Port Orange be filed electronically; and

WHEREAS, the Volusia County Supervisor of Elections owns and maintains an online treasurer reporting system, and has offered the use of said system to the City; and

WHEREAS, the City Clerk along with the general public will have prompt access to campaign finance reports electronically filed using the Volusia County Supervisor of Election's online treasurer reporting system; and

WHEREAS, the City of Port Orange finds and determines that uniform electronic filing of campaign finance reports by all municipal candidates will facilitate expanded public access to campaign finance information and conserve City of Port Orange resources leading to greater efficiency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida as follows:

Section 1. The foregoing "WHEREAS" clauses are adopted and ratified as the legislative findings and intent of the City Council for the City of Port Orange and are incorporated herein by reference as though fully set forth herein.

Section 2. For the purposes of this Resolution, and unless the context clearly requires otherwise, the following terms and phrases shall have the meaning set forth herein:

Campaign finance report means and refers to any campaign finance report of a municipal candidate that Chapter 106, Florida Statutes, requires to be filed with the city clerk.

Candidate means and refers to a candidate for elective office within the City of Port Orange whom the law requires to qualify before the City Clerk.

Electronic filing system means and refers to the internet-based system for filing campaign finance reports established by the Supervisor of Elections.

Supervisor of Elections means and refers to the Volusia County Supervisor of Elections.

Section 3. The City Council hereby requires that each campaign finance report of a candidate shall be filed with the City Clerk via the Supervisor of Election's electronic filing system.

Section 4. The City Council hereby approves the Memorandum of Understanding with the Volusia County Supervisor of Elections attached hereto as **Exhibit "A"** and authorizes the City Manager and City Clerk to execute the same.

Section 5. In the event that the electronic filing system crashes or otherwise becomes unavailable or inoperable, the candidate shall notify the City Clerk and Supervisor of Elections immediately and submit the campaign finance report directly to the City Clerk on a form approved by the City Clerk.

Section 6. The statutory references herein are current as of the date of the adoption of this Resolution and shall be deemed to refer to any successor statutes if the referenced statutes are amended, superseded, or transferred.

Section 7. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 8. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

[REMAINDER OF PAGE LEFT BLANK]

Section 9. This Resolution shall become effective on March 1, 2018, subject to the execution of the attached Memorandum of Understanding.

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

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

VOLUSIA COUNTY CAMPAIGN FINANCE REPORT ELECTRONIC FILING SYSTEM

This MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of the date of the last signature below, is made among the COUNTY OF VOLUSIA, a body corporate and politic with its principal address of 123 West Indian Avenue, DeLand, Florida 32720 (the "County") and the CITY OF PORT ORANGE, a Florida municipal corporation with its principal address of 1000 City Center Circle, Port Orange, Florida 32129 (the "City").

RECITALS

WHEREAS, the County Council adopted Resolution 2017-148, authorizing the County's Supervisor of Elections (the "Supervisor") to develop and establish an electronic filing system for the filing of electronic campaign finance reports (the "Electronic Filing System");

WHEREAS, the County is willing to allow the City to utilize the Electronic Filing System by permitting the candidates for elective office within the City to file electronic campaign finance reports on the Electronic Filing System; and

WHEREAS, the City desires to use such Electronic Filing System and intends to adopt or has already adopted a resolution in accordance with § 106.07(2)(a)2., as amended or transferred, which resolution requires candidates and political committees to file their campaign finance reports electronically.

NOW, THEREFORE, in consideration of the above recitals, which are deemed true and correct and incorporated herein, and the covenants contained herein, the undersigned parties hereto agree as follows:

1. The Supervisor shall maintain the Electronic Filing System in accordance with Chapter 106, Florida Statutes, and County Resolution 2017-148.
2. The City shall require each person permitted to access the Electronic Filing System to file a written statement on a form approved by the Supervisor acknowledging the following:
 - a. Campaign finance reports must be completed and filed through the Electronic Filing System no later than midnight of the day required by law therefore.
 - b. Campaign finance reports not filed by midnight of the day required by law are late-filed and subject to the penalties prescribed under § 106.07(8).
 - c. Campaign finance reports filed with the Electronic Filing System are certified as to correctness in satisfaction of the certification requirement of § 106.07(5), Florida Statutes, by the candidate and the candidate's treasurer. Such individuals are further subject to the duties, obligations, and penalties set forth for filing individuals in § 106.07(5).
 - d. The person signing the statement is responsible for protecting his/her login credentials from disclosure, and for all filings occurring under such login credentials, unless such person has notified the Supervisor that such credentials have been compromised.

3. The County will provide public access to campaign finance reports filed in the Electronic Filing System, and the City Clerk will be able to review electronic campaign finance reports made by candidates for elective office within the City as they are posted to the System.
4. Campaign finance reports filed by candidates for elective office in the City using the Electronic Filing System shall be retained by the Supervisor in accordance with the Florida Public Records Act, and any other applicable law.
5. The Supervisor shall endeavor to notify the City as soon as practicable if the Electronic Filing System becomes unavailable or inoperable.
6. The County maintains an alternative filing procedure for campaign finance reports if the Electronic Filing System becomes unavailable or inoperable, which the City shall be permitted to utilize in the event of such unavailability or inoperability.
7. Either party may terminate this MOU upon thirty (30) days written notice to the other party or if the City repeals or rescinds its electronic filing resolution.
8. This MOU shall commence and be effective as between the parties upon execution by each and the City's adoption of. The MOU shall remain in effect for a period of (10) years from the effective date, unless otherwise terminated earlier. Regardless of the foregoing, this MOU shall not become effective until such time as the City adopts a resolution in accordance with § 106.07(2)(a)2., Florida Statutes, as amended or transferred, requiring candidates and political committees to file their campaign finance reports electronically.
9. In no event shall any of the terms of this MOU confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this MOU arising from the performance or non-performance of the obligations and responsibilities of the parties herein or for any other reason.
10. Any disputes concerning non-performance, or other aspects of this MOU for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."
11. This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together shall constitute one and the same agreement.
12. Nothing in this Agreement shall be construed or otherwise interpreted as requiring one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28(19), Florida Statutes, as such may be amended or transferred.

IN WITNESS WHEREOF, this Memorandum of Understanding between the County of Volusia and City of Port Orange regarding the Volusia County campaign finance report electronic filing system has been duly executed by the parties subscribed below and is binding upon the same.

COUNTY OF VOLUSIA

By: _____

Lisa Lewis

Supervisor of Elections

Date: _____

ATTEST:

By: _____

James T. Dineen

County Manager

Date: _____

CITY OF PORT ORANGE

BY: _____

M. H. Johansson

City Manager

Date: _____

ATTEST:

By: _____

Robin L. Fenwick

City Clerk

Date: _____

MEMORANDUM OF UNDERSTANDING

VOLUSIA COUNTY CAMPAIGN FINANCE REPORT ELECTRONIC FILING SYSTEM

This MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of the date of the last signature below, is made among the COUNTY OF VOLUSIA, a body corporate and politic with its principal address of 123 West Indian Avenue, DeLand, Florida 32720 (the "County") and the CITY OF PORT ORANGE, a Florida municipal corporation with its principal address of 1000 City Center Circle, Port Orange, Florida 32129 (the "City").

RECITALS

WHEREAS, the County Council adopted Resolution 2017-148, authorizing the County's Supervisor of Elections (the "Supervisor") to develop and establish an electronic filing system for the filing of electronic campaign finance reports (the "Electronic Filing System");

WHEREAS, the County is willing to allow the City to utilize the Electronic Filing System by permitting the candidates for elective office within the City to file electronic campaign finance reports on the Electronic Filing System; and

WHEREAS, the City desires to use such Electronic Filing System and intends to adopt or has already adopted a resolution in accordance with § 106.07(2)(a)2., as amended or transferred, which resolution requires candidates and political committees to file their campaign finance reports electronically.

NOW, THEREFORE, in consideration of the above recitals, which are deemed true and correct and incorporated herein, and the covenants contained herein, the undersigned parties hereto agree as follows:

1. The Supervisor shall maintain the Electronic Filing System in accordance with Chapter 106, Florida Statutes, and County Resolution 2017-148.
2. The City shall require each person permitted to access the Electronic Filing System to file a written statement on a form approved by the Supervisor acknowledging the following:
 - a. Campaign finance reports must be completed and filed through the Electronic Filing System no later than midnight of the day required by law therefore.
 - b. Campaign finance reports not filed by midnight of the day required by law are late-filed and subject to the penalties prescribed under § 106.07(8).
 - c. Campaign finance reports filed with the Electronic Filing System are certified as to correctness in satisfaction of the certification requirement of § 106.07(5), Florida Statutes, by the candidate and the candidate's treasurer. Such individuals are further subject to the duties, obligations, and penalties set forth for filing individuals in § 106.07(5).
 - d. The person signing the statement is responsible for protecting his/her login credentials from disclosure, and for all filings occurring under such login credentials, unless such person has notified the Supervisor that such credentials have been compromised.

3. The County will provide public access to campaign finance reports filed in the Electronic Filing System, and the City Clerk will be able to review electronic campaign finance reports made by candidates for elective office within the City as they are posted to the System.
4. Campaign finance reports filed by candidates for elective office in the City using the Electronic Filing System shall be retained by the Supervisor in accordance with the Florida Public Records Act, and any other applicable law.
5. The Supervisor shall endeavor to notify the City as soon as practicable if the Electronic Filing System becomes unavailable or inoperable.
6. The County maintains an alternative filing procedure for campaign finance reports if the Electronic Filing System becomes unavailable or inoperable, which the City shall be permitted to utilize in the event of such unavailability or inoperability.
7. Either party may terminate this MOU upon thirty (30) days written notice to the other party or if the City repeals or rescinds its electronic filing resolution.
8. This MOU shall commence and be effective as between the parties upon execution by each and the City's adoption of. The MOU shall remain in effect for a period of (10) years from the effective date, unless otherwise terminated earlier. Regardless of the foregoing, this MOU shall not become effective until such time as the City adopts a resolution in accordance with § 106.07(2)(a)2., Florida Statutes, as amended or transferred, requiring candidates and political committees to file their campaign finance reports electronically.
9. In no event shall any of the terms of this MOU confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this MOU arising from the performance or non-performance of the obligations and responsibilities of the parties herein or for any other reason.
10. Any disputes concerning non-performance, or other aspects of this MOU for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."
11. This MOU may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together shall constitute one and the same agreement.
12. Nothing in this Agreement shall be construed or otherwise interpreted as requiring one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence in contravention of § 768.28(19), Florida Statutes, as such may be amended or transferred.

IN WITNESS WHEREOF, this Memorandum of Understanding between the County of Volusia and City of Port Orange regarding the Volusia County campaign finance report electronic filing system has been duly executed by the parties subscribed below and is binding upon the same.

COUNTY OF VOLUSIA

By: _____

Lisa Lewis

Supervisor of Elections

Date: _____

ATTEST:

By: _____

James T. Dineen

County Manager

Date: _____

CITY OF PORT ORANGE

BY: _____

M. H. Johansson

City Manager

Date: _____

ATTEST:

By: _____

Robin L. Fenwick

City Clerk

Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: No

SUBJECT: (F23) Approval of Lease Agreement for Cypress Head Restaurant

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the lease agreement and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On January 29, 2018 one proposal was submitted by Kevin Hannah to operate the Cypress Head Restaurant. The selection committee was comprised of a member from the golf board, Cypress Head homeowner, Kemper, a councilman and staff. The lease agreement includes a five year term with two optional two 2 year renewal terms. The lessee will pay \$100.00 per month as the base rent, 75% of the utilities (approx. \$1350/mo.), \$8,000 deposit paid in two payments and be responsible for regular maintenance and inspections of the facility. The lessee has requested to change the name to Flagsticks from the Tavern. Attached for your review is the RFP and Lease agreement. Staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Flagsticks at Cypress Head Restaurant Lease 2018	Flagsticks at Cypress Head Restaurant Lease 2018.pdf
2.	RFP 17-42	RFP 17-42 FINAL (12-15-17) .pdf
3.	addendum 1	ADDENDUM NO. 1 (01-17-18).pdf
4.	Hannahs response	hannahs responseRFP-17-42 Hannahs Family Diner Response(1-29-18).pdf
5.	Bid Tab	bid tabRFP 17-42 Tabulation (01.29.18).pdf
6.	RFP 17-42 NOTICE OF INTENT TO AWARD (02-5-18)	RFP 17-42 NOTICE OF INTENT TO AWARD (02-5-18).pdf
7.	Hannahs Family Diner Form 9.3 Signed	Hannahs Family Diner Form 9.3 Signed.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Matthew Jones
Jake Johansson

Created/Initiated - 02/01/2018
Approved - 02/01/2018
Approved - 02/08/2018
Approved - 02/16/2018
Approved - 02/16/2018

Robin Fenwick

Final Approval - 02/16/2018

CYPRESS HEAD GOLF COURSE RESTAURANT LEASE

The City of Port Orange, Florida, 1000 City Center Circle, Port Orange, Florida 32127, hereinafter referred to as "LESSOR," and 6231 PALM VISTA LLC, a Florida limited liability company, d/b/a FLAGSTICKS AT CYPRESS HEAD, whose mailing address is 968 Reed Canal Road, South Daytona, Florida 32119, hereinafter referred to as "LESSEE" in consideration of the mutual covenants and conditions contained hereinafter, hereby agree as follows:

1. The terms and conditions set forth in City of Port Orange RFP#17-42 and the LESSEE's response thereto are hereby incorporated by reference with the same force and effect as though fully set forth herein. In the event of a conflict between the terms of the City of Port Orange RFP 17-42 and this Lease Agreement, the terms of this Lease Agreement shall control.
2. Premises. LESSOR hereby leases to LESSEE, for a term and under the conditions provided hereinafter, the following described Premises:
 - a. Restaurant. A 5,288 square foot restaurant facility located at the Cypress Head Golf Course, 6231 Palm Vista Street, Port Orange, FL 32128, including a dining room, bar, and banquet area of approximately 4,476 square feet.
 - b. Parking. A non-exclusive use of the parking area adjacent to the restaurant for purposes of customer and employee parking.
 - c. Ladies' and Men's' Restrooms. A non-exclusive use of the restrooms (approximately 550 square feet) accessible by an attached hallway.
3. Term. There shall be a five (5) year Term. The initial Term shall commence on the **1st day of April, 2018**, and end on the **31st day of March, 2023**.
4. Renewal Terms. The LESSOR, with the LESSEE's acceptance, shall have the option to renew this Lease for two (2) Renewal Terms for a period of two (2) years each. In order to renew, LESSEE shall provide LESSOR with a written Request for Renewal not less than 150 days prior to expiration of the initial Term. Within 45 days of receipt of LESSEE'S Request for Renewal, LESSOR, at its sole discretion, shall notify LESSEE in writing of LESSOR'S decision regarding the potential renewal. LESSEE shall not be eligible for any renewal period unless each of the following conditions is fully satisfied at the time of the request for renewal: (i) this Lease is in full force and effect, and (ii) LESSEE has not been served with a written Notice of Breach as provided in Section 16, which violation remains outstanding and uncured on the date LESSEE requests renewal hereunder.
5. Rent.
 - a. Base Rent. LESSEE shall pay monthly to LESSOR on the 1st day of each month during the Term and any Renewal Term, Base Rent in the amount of **One Hundred and 00/100 Dollars (\$100.00)**. Base Rent shall be adjusted upward on the anniversary of each Lease Year proportionate to the annual increase ("Annual Increase") in the Consumer Price Index ("CPI"). "CPI" means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982 – 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. "Annual Increase" means the percentage change in the CPI from January 1 to December 31 of the prior year to which the adjustment is made. Under no circumstances shall the adjustment result in a reduction in the then current Base Rent.

- b. Additional Rent / Taxes.
 - i. LESSEE shall pay as Additional Rent to the LESSOR all sales and use taxes imposed by law on Rent payable under the Lease when due; and
 - ii. LESSEE shall be solely responsible and shall pay to the applicable authority when due all other taxes (federal, state, and local) in connection with the operation of the restaurant facility and mobile concession cart, including applicable ad valorem taxes, sales tax due for sale of food and beverages, federal employment taxes and other federal taxes, and shall furnish proof of payment of same to LESSOR upon demand.
 - c. Security Deposit. LESSEE shall submit to the LESSOR a cash deposit in the amount of \$8,000.00. The first half of the deposit (\$4,000.00) shall be submitted by the LESSEE within ten days of the execution of this Lease Agreement. The remaining half of the deposit (\$4,000.00) shall be submitted by the LESSEE on or before March 31, 2019. Said deposit shall be returned to the LESSEE within 30 days after the expiration of this Lease Agreement, less any amount expended for damages to the Premises beyond normal wear and tear; cleaning of Premises, furniture, or equipment; or outstanding rent. Notwithstanding the foregoing, the LESSOR may elect, at its sole option, to reduce the security deposit referenced above, in an amount equal to the value added to the Premises in the form of capital improvements. Any reduction to the security deposit in exchange for capital improvements shall be evidenced by a written agreement between the parties.
 - d. Late Payment. Any Rent installment that remains unpaid, or is paid after the due date shall be considered late and subject to a late charge as provided in this paragraph. In addition to paying the amount of Rent then due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) of the amount of Rent then required to be paid. If any Rent installment remains unpaid for 30 days or more, the LESSOR shall withdraw the outstanding amount from the security deposit, and LESSEE shall have 30 additional days to replenish the security deposit to the full amount required by this Lease Agreement. Payment by LESSEE, or acceptance by LESSOR, of Rent in a lesser amount than due shall not be construed as an accord and satisfaction of any dispute between the Parties regarding sums due and payable hereunder, unless so stated in writing by LESSOR; regardless of whether such payment is accompanied by an endorsement or statement to the effect that the payment made is payment in full. LESSOR may accept any such payment without prejudice to any other rights or remedies which LESSOR may have against LESSEE.
6. Required Service to Public / Hours of Operations.
- a. General. The restaurant shall be operated by the LESSEE and open to the public during regular golf course operating hours. The primary function of the restaurant is to provide the food and beverage services necessary to serve the golf course patrons. LESSEE shall maintain and offer a menu which includes, but is not limited to a reasonable choice of snacks, hot and cold sandwiches, soups, and salads, plus breakfast, lunch, and dinner offerings at appropriate times

- to serve the needs of golf course patrons. The menu shall include a reasonable variety of non-alcoholic beverages and alcoholic beverages. LESSEE shall provide courteous service and quality foods. All food preparation shall be conducted by a qualified chef/cook. LESSEE shall provide personnel in sufficient quantity to provide prompt and courteous service to the public.
- b. Golf Tournaments and Banquets. The LESSEE shall make available the banquet room for golf tournaments and banquets booked by the LESSOR's golf course manager. The LESSEE shall be the exclusive food and beverages provider for such events. The LESSEE shall schedule all special events to be held in the banquet room with the LESSOR's golf course manager to avoid potential scheduling conflicts. Golf tournaments and banquets booked by the LESSOR's golf course manager shall take priority over any other use of the banquet room by the LESSEE. LESSOR reserves the right unto itself and its golf course manager to use the restaurant name and logo established by LESSEE, as may be amended from time to time, in its marketing and promotional materials.
 - c. Mobile Concession Cart. LESSEE shall operate a mobile concession cart, at a minimum, each Friday, Saturday and Sunday during which the golf course is open, and for scheduled golf tournaments. The mobile concession cart shall be provided by the LESSOR and maintained by the LESSEE. The mobile concession cart shall offer soft drinks, beer, wine, snacks, and liquor. The LESSEE may utilize the golf club maintenance fuel pumps to fuel the mobile concession cart and shall maintain a log of the fuel pumped. The LESSEE may use up to 150 gallons of fuel per calendar year to fuel its mobile concession cart, and shall be required to pay to the LESSOR the cost for each additional gallon of fuel pumped thereafter. Due to the volatility of gasoline prices, the LESSOR shall have the right to re-evaluate this term on the anniversary of each Lease Year and may, at its sole discretion, require a portion, but no more than 50%, of the total monthly fueling costs for the mobile concession cart be paid by the LESSEE to the LESSOR as a utility expense.
 - d. Restrooms. LESSEE, and LESSEE's employees, invitees, and patrons shall have non-exclusive access to and use of the bathrooms on the Premises.
 - e. Alcoholic Beverage Services. LESSEE shall acquire, maintain, and fulfill the requirements of SRX State of Florida Restaurant Liquor License. LESSEE shall not use, sell, give away, or permit the use, sale, or gift of any alcoholic beverages on or from the Premises without having obtained and having in force all required permits and licenses therefor from governmental authorities. LESSEE shall immediately and diligently seek to obtain such permits and licenses at its own cost and expense and shall maintain them in full force and effect during the initial Term and any Renewal Term.
- 7. LESSOR'S Right to Audit. LESSOR may at any time within three years after the end of any Calendar Year, conduct an audit of LESSEE's books and records for such Calendar Year.
 - 8. LESSEE's Use.
 - a. LESSEE may not sell goods, merchandise or services, in addition to food and beverage sales.
 - b. LESSEE shall at its expense: (i) keep the inside and outside of all glass in the doors and windows clean; (ii) keep all exterior surfaces of the Premises clean; (iii) replace promptly any cracked or broken glass of the Premises with glass of like color, kind, and quality; (iv) maintain the Premises in a clean, orderly, and sanitary condition, free of insects, rodents, varmints, and other pests; (v) keep any garbage, trash, rubbish, or other refuse in rodent-proof containers

- within the interior of the Premises until removed; (vi) have garbage, trash, rubbish, and refuse removed from the Premises on at least three (3) times per week; (vii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (viii) comply with all laws, ordinances, rules, and regulations of governmental agencies and authorities (including, without limitation liquor licensing laws) and all reasonable recommendations of the City of Port Orange's Risk Manager, casualty insurer(s), and other applicable insurance rating organizations now or hereafter in effect; (ix) Secure the Premises when unoccupied; (x) comply with and observe all rules and regulations established by LESSOR which apply generally to all City facilities and property; (xi) maintain sufficient inventory and have sufficient number of personnel to meet the needs of the public in the Premises; (xii) conduct its business in all respects in a dignified manner in accordance with high standards of operation.
- c. LESSEE shall submit to the LESSOR the results of any health inspection within 10 days of receiving the inspection results from the local health department.
- d. LESSEE shall submit annual maintenance and inspection logs to the LESSOR which shall indicate the name of the service provider and the date and time of completion for each of the following maintenance activities:
- Annual steam-cleaning of carpets
 - Kitchen hood cleaning and inspection (every 6 months)
 - Monthly HVAC Filter Cleaning/Replacement
 - Annual appliance inspection and service
 - Monthly pest control service
- e. LESSEE shall not (i) place on the exterior of the Premises any sign, advertising matter, or any other thing of any kind, or any decoration, lettering, or advertising matter, on any window or exterior door of the Premises, unless previously approved in writing by LESSOR; (ii) place or maintain any trash, refuse, or other articles in any vestibule or area outside the Premises not designated for such use by LESSOR; (iii) permit undue accumulations of garbage in the Premises; (iv) conduct or permit to be conducted any auction, fire sale, going out of business sale, or bankruptcy sale unless directed by a court order, or other similar type sale in or connected with the Premises; or (v) use or permit the use of any portion of the Premises for any unlawful purpose.
9. Fixtures, Equipment and Furnishings. All furnishings, kitchenware, equipment and appliances installed or placed in the Premises shall be new or reconditioned to have a like-new appearance. LESSEE shall not remove any fixtures, installations, additions, partitions, hardware, light fixtures, or improvements whether located by the LESSEE or LESSOR. LESSEE's personal property may be removed upon termination or expiration of this Lease Agreement, and any of the LESSEE's personal property not removed from the Premises by LESSEE upon termination or expiration of the Lease shall become LESSOR's property, without compensation, allowance, or credit to LESSEE.
- LESSEE shall provide all equipment and furnishings for the Restaurant, except that property owned by LESSOR and made available for LESSEE's use, that is necessary and desirable for the proper operation of the restaurant and banquet facility. LESSOR shall approve in writing all proposed dining room furnishings and the restaurant floor plan. At all times during the Term or any Renewal Term, dining room furnishings shall be of a quality acceptable to LESSOR. LESSEE is required to use kitchen equipment which conforms to applicable codes and is sanitary and neat in appearance.

- a. Prior to April 1, 2018, the LESSEE shall conduct a walk-thru of the Premises with the LESSOR during which the LESSOR will review with the LESSEE the entire inventory of furnishings, kitchenware, equipment and appliances that are currently owned by the LESSOR and are available for use by the LESSEE at the Premises. The LESSEE shall initial next to each item on the inventory list indicating the LESSEE has confirmed that said item is present at the Premises. The inventory list shall be affixed to this Lease Agreement as **Exhibit "A"**.

The LESSOR shall make available for use the foregoing furnishings, kitchenware, equipment and appliances to LESSEE in their "AS IS" condition as they presently exist in the restaurant facility. LESSEE shall be solely responsible for maintenance, repair, or replacement of such furnishings, kitchenware, equipment and appliances. Notwithstanding the foregoing or any other term contained in this Lease Agreement to the contrary, any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"** that is in need of replacement, shall be replaced by the LESSEE, at LESSEE's sole expense, by a replacement item that is of equal or better quality and condition than the item being replaced, and shall become the property of the LESSOR upon replacement. LESSEE shall notify the LESSOR prior to the replacement of any furnishings, kitchenware, equipment and appliances listed in **Exhibit "A"**, and LESSOR shall have the option of choosing the replacement, by paying to LESSEE the difference in amount between the proposed replacement item selected by the LESSEE and a replacement item chosen by the LESSOR.

10. Maintenance and Repair.

- a. LESSOR's Responsibilities. LESSOR, at its expense, shall make or cause to be made:
 - i. Structural repairs to exterior walls, structural columns, roof, and structural floor which collectively enclose the Premises, excluding however all doors, door frames, windows, and glass;
 - ii. Repairs to walk-in refrigerator located within the Premises;
 - iii. Repairs to base building systems outside the Premises excluding LESSEE's grease traps or HVAC chillers servicing the Premises. Where LESSOR's repairs or replacement are necessitated by reason of the negligence or willful misconduct of LESSEE, its servants, agents, employees, contractors, customers, or invitees, LESSOR shall make, or cause, the repairs or replacement to be made at LESSEE's expense.
- b. LESSEE's Responsibilities.
 - i. All repairs to the Premises or any fixtures, installations, equipment, or facilities therein, other than those repairs required to be made by LESSOR shall be made by LESSEE at its expense. Without limiting the generality of the foregoing, LESSEE shall keep the Premises, together with all electrical, plumbing, and other mechanical installations therein, including HVAC, and the HVAC chillers and grease trap outside the Premises, in good order and shall make all repairs or replacements from time to time required thereto at its expense. LESSEE shall surrender the Premises at the expiration of the Term, Renewal Term, or at such other time as it may vacate the Premises in as good a condition as when received, excepting depreciation caused by ordinary wear and tear. LESSEE shall not overload the electrical wiring serving

the Premises, or within the Premises, and shall install at its expense, subject to the provisions of Section 11 below any additional electrical wiring which may be required in connection with LESSEE's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of LESSEE shall be paid for by LESSEE, and LESSEE hereby agrees to indemnify, defend, and hold LESSOR, its agents, officers, and employees harmless from and against all claims, actions, damages, and liability in connection therewith.

- ii. LESSEE shall bear the expense of any and all interior painting and decoration of the Premises, including floor and ceiling, and shall bear the expense of any and all janitorial and pest control services to the Premises.

11. Alterations. LESSEE shall make no alterations to the Premises without prior written approval of the LESSOR after submitting detailed plans and specifications of the proposed alteration. If such approval is granted, LESSEE shall cause the work to be performed, at its expense, promptly, efficiently, competently, and in a good and workmanlike manner. All such work shall be performed by duly qualified and licensed persons or entities approved by LESSOR. All such work shall comply with all applicable codes, rules, regulations, and ordinances. If, because of any act or omission of LESSEE, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Premises, or any part thereof, or otherwise asserted against LESSOR, then LESSEE shall, at LESSEE's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LESSOR from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.

12. ADA Compliance. Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Premises by the LESSEE shall be performed in compliance with the requirements of the Americans with Disabilities Act ("ADA"), at LESSEE's expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either the LESSEE or LESSOR or both, LESSEE shall take immediate corrective measure to cure any violation(s); and shall defend, save, and hold harmless LESSOR from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Premises into ADA compliance.

13. LESSOR's Obligations to Repair and Reconstruct.

- a. If the Premises shall be damaged by fire, hurricane, the elements, accident, or other casualty, (any of such causes being referred to herein as a "Casualty") then, subject to the provisions of Section 13.c. below, LESSOR shall promptly cause such damage to be repaired or reconstructed, provided however, that LESSOR shall only be responsible for repair or reconstruction of the Premises if property insurance proceeds are sufficient to complete all such repair or reconstruction (such determination to be made by LESSOR).
- b. If the Premises are to be repaired or reconstructed by LESSOR as provided in Section 13.a. above, and the Premises shall be rendered wholly or partially untenable, then, subject to the provisions of Section 13.c. below, LESSOR shall cause such damage to be repaired and all Rents shall be abated proportionately as to the portion of the Premises rendered untenable

during the period of such untenantability; provided however that Rents shall not be abated if the Casualty is caused by LESSEE's, or its agent's, negligence or willful misconduct. LESSOR shall not be liable for interruption to LESSEE's business or for damage to or replacement or repair of LESSEE's personal property (including, without limitation, inventory, floor coverings, furniture and other property removable by LESSEE under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement, or repair shall be undertaken and completed by LESSEE promptly.

c. Option to Terminate Lease. If as a result of a Casualty:

- (i) The Premises are rendered wholly untenantable, or
- (ii) The Premises is damaged or destroyed, and property insurance proceeds are insufficient to complete all such repairs (as determined by LESSOR),

then the LESSOR may elect to terminate this Lease by giving the LESSEE notice of such election within 90 days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date of such notice, and Rent shall be adjusted as of the date of such termination.

If the Premises are rendered wholly or partially untenantable as a result of Casualty the repair of which is the responsibility of LESSOR pursuant to the terms of this Lease, then LESSOR shall advise LESSEE within 90 days after the occurrence of such event, of LESSOR's reasonable estimate of the time which will be required to cause such damage to be repaired. If the amount of time so estimated exceeds 180 days after the occurrence of such event, LESSEE may elect to terminate this Lease by giving LESSOR notice of such election within 30 days after the LESSOR's estimate is given.

14. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency, or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.
15. Utilities. LESSEE shall pay utility charges in connection with the use of the Premises and restaurant operations including, 100 percent of the natural gas or LP gas, phone, Wi-Fi, internet, satellite, cable television and/or other utilities, which shall paid directly to the utility provider through accounts opened in LESSEE's own name, together with 75 percent of the electric, water and sewer, which shall be billed monthly by the LESSOR. LESSEE shall be responsible for payment of any and all deposits in connection establishing utility services to the Premises. LESSEE shall pay all utility charges promptly and when due.
16. Insurance. LESSEE shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to LESSOR.

- a. Workers' Compensation Insurance. Workers' Compensation Insurance for all employees of LESSEE, employed at the Premises. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee shall be excluded from the Workers' Compensation coverage.
- b. Liability Insurance.
 - i. Commercial General Liability insurance including coverage for premises/operations, independent contractors, products/completed operations, broad form property damage and personal injury on an "occurrence" basis insuring the LESSEE.
 - ii. Automobile Liability insurance which shall insure LESSEE for claims for damage because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used in connection with the operations of the Premises.
 - iii. The general liability insurance shall include contractual liability insurance applicable to the Lessee's indemnity obligations under Section 17, below. LESSOR shall be listed as additional insured.
 - iv. The limits of liability under the Commercial General Liability and Automobile Liability policies for bodily injury and property damage shall be no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregates shall be in an amount of no less than \$2,000,000.
 - v. Liquor Liability coverage shall be required with no less than a \$1,000,000 limit of liability. LESSOR shall be listed as additional insured.
 - vi. The Commercial General Liability, Automobile Liability, and Liquor Liability insurance shall name The City of Port Orange as an additional insured.

Unless specifically waived hereafter in writing by the Risk Manager, LESSEE agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

- c. Property Coverage: LESSEE shall at all times during the lease term maintain in effect policies of insurance covering the personal properties located at the Premises belonging to the LESSEE, for an amount equal to no less than 80% percent of the actual cash value of the property, for the benefit of the parties as their interest may appear hereunder, but not on buildings and LESSOR's personal property.
- d. Proof of Insurance. Certificates of Insurance acceptable to LESSOR shall be filed with LESSOR's City Clerk prior to the commencement of the initial Term of this Lease and LESSEE shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring during the term or any renewal term of this Lease. In the event such insurance shall lapse, the LESSOR expressly reserves the right to renew the insurance at LESSEE's expense. LESSEE shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the

expiration dates. If requested by LESSOR, the LESSEE shall furnish copies of the insurance contracts to support the certificates of insurance provided to the LESSOR.

17. Indemnification. LESSEE assumes all risk in the operation of this Lease Agreement. LESSEE shall indemnify and hold harmless the LESSOR, and LESSOR's officers, employees, and agents, from and against all claims, Damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting directly or indirectly from the occupancy or use of the Premises by the LESSEE provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the LESSOR, LESSEE or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this Lease Agreement or otherwise.
18. Breach/Termination. The rights of LESSEE may be terminated by LESSOR as provided below, upon the happening of any of the following events of conditions:
- a. Failure to pay any component of Rent when due.
 - b. Failure to provide required continuous restaurant services and concession cart to the public during the Term or any Renewal Term as specified in Section 6.
 - c. Destruction, damage, or other harm to LESSOR's property caused by LESSEE's, or its agent's, negligence or willful misconduct.
 - d. Failure to comply with local and state health codes.
 - e. Failure to comply with any other material term of this Lease.

For any violation of this Lease, LESSOR shall provide LESSEE with a written Notice of Breach, and LESSEE shall have 15 days from receipt of the notice to correct the violation, unless otherwise stated herein. In the event LESSEE fails to make such a correction within the 15 day period, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 5, above, if any component of Rent is not fully paid within 30 days of the due date, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 6, if LESSEE fails to provide continuous restaurant and/or beverage cart services as specified herein, the LESSOR may provide Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. Upon Notice of Termination, LESSEE shall immediately surrender the Premise, and LESSOR shall be entitled to retake possession.

19. Holding Over.
- a. If LESSEE shall be in possession of the Premises at termination of this Lease with LESSOR's written consent, the tenancy under this Lease shall become one from month-to month upon all the terms and conditions contained in this Lease, and such tenancy shall be terminable by either Party as of any date on not less than 30 days prior written notice to the other party specifying such date.
 - b. If LESSEE fails to surrender the Premises at termination of this Lease, without LESSOR's written consent, LESSEE shall pay over to LESSOR for the 60 day period immediately following said end of Term an amount equal to two times the total Rents payable (as provided in Section 5) by LESSEE to LESSOR during the last Lease Year prior to termination prorated to reflect the actual days LESSEE retains possession of the Premises. Should LESSEE fail to surrender the

Premises within this 60 day period, LESSEE (i) shall be liable to LESSOR for any and all damages which LESSOR shall suffer by reason thereof, (ii) shall indemnify LESSOR against all claims and demands made by any succeeding tenants against LESSOR founded upon delay by LESSOR in delivering possession of the Premises to such Succeeding tenant, and (iii) shall pay to LESSOR a Rent equal to two times the total Rent payable by LESSEE to LESSOR during the last Lease Year prior to termination.

20. Surrender at End of Term. At the expiration or termination of the initial term, subsequent renewal term, or earlier termination hereof, LESSEE shall peaceably and quietly leave, surrender and deliver to LESSOR the Premises, together with any buildings, improvements, fixtures, and any replacement furnishings, kitchenware, equipment and appliances, broom clean, and in thorough repair, good order, and safe condition, reasonable wear and tear excepted. LESSEE shall remove all of LESSEE's non-affixed personal property from the Premises upon termination. If LESSEE fails to remove LESSEE's non-affixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property shall be deemed to have been abandoned without notice to the LESSEE. LESSOR may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to the LESSEE and without obligation to account therefor. Further LESSEE shall pay to LESSOR the cost LESSOR incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such property, or said amount may be deducted from the security deposit.
21. LESSOR Inspections. LESSEE shall permit LESSOR, its agents, employees, and contractors to enter all parts of the Premises during the LESSEE's business hours to inspect the same and to enforce or carry out any provision of this Lease, including, without limitation, any access necessary for the making of any repairs which are LESSOR's obligation hereunder. Except in case of emergency, LESSOR shall provide LESSEE with reasonable notice of its intent to enter, and such entry shall be reasonably made so as not to unduly interfere with LESSEE's operations. If LESSEE shall not be personally present to open and permit an entry into the Premises at any time when a bona fide emergency exists, LESSOR may enter the same by a master key, or may forcibly enter the same, without rendering LESSOR liable therefor, and without in any manner affecting the obligations and covenants of this Lease.
22. Emergency Use by LESSOR. In the event of a declared emergency, declared by the City Manager, Governor of Florida, or President of the United States, the LESSOR shall have the right to take possession of the entire Lease Premises and all furnishings, kitchenware, equipment and appliances therein, without prior notice to the LESSEE, for the duration of the emergency. LESSEE's base rent shall be prorated based on the number of days in any given month that the Premises is occupied by the LESSOR on an emergency basis.
23. Business Status. If LESSEE is a corporation, partnership, or limited liability company, LESSEE's status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and LESSEE shall keep its status active and current throughout the term of the Lease and renewal(s). Failure of the LESSEE to keep its status active and current shall constitute a default.
24. Independent Contractor. LESSEE shall operate the Restaurant as an independent contractor and shall be solely responsible for supervision of its employees, condition of the premises, service of

patrons, employment of personnel, obedience to laws and the fulfillments of the requirements of the Lease.

25. Conformance to Laws. LESSEE shall conform to all State and Local Laws or Rules affecting the Premises and shall keep and save the LESSOR harmless from any penalty damages or charges imposed or incurred for any violation of said laws, whether occasioned by the neglect of the LESSEE or any of its agents thereupon and using said Premises, LESSEE shall obtain all necessary licenses to conduct its operation on the Premises, including but not limited to occupational licenses and alcoholic beverages licenses.
26. No Assignment. The Parties understand that LESSOR has awarded this Lease to the LESSEE based on the LESSEE's qualifications and experience, and this Lease may not be assigned without written approval of LESSOR.
27. Construction. This Lease shall not be construed more strictly against one Party or the other as the entity responsible drafting the Lease, it being recognized both of the Parties have contributed substantially and materially to the preparation and negotiation of this Lease.
28. Contract Administration. The City of Port Orange Parks and Recreation Director shall perform administration of this Lease. For notice provisions, see the paragraph below entitled "Notice."
29. Notice. For purposes of this Lease, notices shall be sent as follows:

LESSOR: *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: Parks and Recreation Director
 1000 City Center Circle
 Port Orange, Florida 32129
 (386) 506-5860

LESSEE: 6231 PALM VISTA LLC
 Attention: Kevin Hannah
 968 Reed Canal Road
 South Daytona, Florida 32119
 (386) 795-2099

30. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.
31. Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent determined by law.

32. No Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.
33. Applicable Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions of any jurisdiction. The Parties hereby submits irrevocably to the jurisdiction of the courts located in Volusia County, Florida, and covenant and agree that suit may only be maintained in such jurisdiction.
34. Waiver of Jury Trial. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.
35. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by LESSEE.

IN WITNESS WHEREOF, we have set our hands and seals as of the last date of signature below at Port Orange, Florida.

Witnesses:

LESSOR: CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 6300]

Witnesses to the LESSEE:

LESSEE: 6231 PALM VISTA LLC,
a Florida limited liability company,
d/b/a FLAGSTICKS AT CYPRESS HEAD

By: _____
Kevin Hannah, Manager

Printed Name of Witness

Dated: _____

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Kevin Hannah, as Manager of 6231 Palm Vista LLC, a Florida limited liability company, d/b/a Flagsticks at Cypress Head and being duly authorized to execute the foregoing instrument and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

[CA#6300]

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

RFP #17-42

RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: December 26, 2017

**Proposal Due Date and Time:
January 29, 2018 at 2:30 P.M.**

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

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Vendors

RFP #17-42 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE

Notice is hereby given that the City of Port Orange is soliciting proposals for RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 29, 2018** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida 32129.

There will be a Non-Mandatory Pre-Proposal Conference for the project at **10:00 A.M. (local time) on January 9, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

DESCRIPTION: *Provide all necessary labor, supervision, products, supplies and equipment, as required, to successfully operate the Municipal Golf Course Restaurant, Banquets, and Mobile Concession Cart; located at Cypress Head Golf Course, 6231 Palm Vista St, Port Orange, FL 32128 in order to support the golf course operations.*

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

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #17-42 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE"** in the subject line. Last day for questions will be **January 16, 2018 at 5:00 P.M.**

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

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 17-41 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE"**.

David Battaglia, Purchasing Agent

Legal Ad - One Time – **December 26, 2017**

[Remainder of this page left intentionally blank]

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



SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO.

RFP #17-42

PROPOSAL TITLE:

**RESTAURANT AND BANQUET OPERATIONS AND
MANAGEMENT AT CYPRESSSS HEAD GOLF
COURSE**

DUE DATE/TIME:

January 29, 2018 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	6
SECTION 2 – INSTRUCTIONS TO VENDORS	7
SECTION 3 – SCOPE OF SERVICES.....	11
EXHIBIT 1 FLOOR PLAN	15
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	16
SECTION 5 – GENERAL TERMS AND CONDITIONS	20
SECTION 6 – SPECIAL CONDITIONS	45
SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS	46
SECTION 8 – EVALUATION OF PROPOSALS	50
SECTION 9 – REQUIRED FORMS	53
FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST	53
FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM	54
FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	55
FORM 9.4 – DRUG FREE PREFERENCE STATEMENT	56
FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	57
FORM 9.6 – ANTI-COLLUSION FORM.....	58
FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY	59
ATTACHMENT 1 – LEASE/FEE PROPOSAL (TO BE INSERTED UNDER TAB F:	61
CAPITAL IMPROVEMENT PLAN -(OPTIONAL).....	78

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of providing all necessary labor, supervision, products, supplies and equipment, as required to successfully operate the Municipal Golf Course Restaurant, Banquets, and Mobile Concession Cart; located at Cypress Head Golf Course, 6231 Palm Vista St, Port Orange, FL 32128 in order to support the golf course operations as described herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:December 26, 2017
Non-Mandatory Pre-Proposal ConferenceJanuary 9, 2018 at 10:00 A.M.
Deadline for Questions:January 16, 2018 by 5:00 P.M.
Final Addendum Posting:January 22, 2018 by 5:00 P.M.
Proposals Due: January 29, 2018 by 2:30 P.M.
Evaluation Committee MeetingTo Be Determined
Shortlisted Firms Presentations/Discussions (if required)To Be Determined
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

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

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

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

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

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

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Proposal Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Choose an item., 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP #17-42 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

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

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

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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

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

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions

of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

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

MINIMUM QUALIFICATIONS:

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

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

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

PROPOSAL SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF PROPOSALS:

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

WITHDRAWAL OF PROPOSALS:

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

OPENING OF PROPOSALS:

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

REJECTION OF PROPOSALS:

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

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

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

SECTION 3 – SCOPE OF SERVICES

SPECIFICATIONS:

Provide all necessary labor, supervision, products, supplies and equipment, as required to successfully operate the Municipal Golf Course Restaurant, Banquets, and Mobile Concession Cart; located at Cypress Head Golf Course, 6231 Palm Vista St, Port Orange, FL 32128 in order to support the golf course operations, in accordance with the terms and conditions of RFP 17-41 as provided herein.

INTRODUCTION

The restaurant will be managed as a fully equipped sit-down restaurant with indoor seating, including a liquor bar, banquet facility, and a mobile concession cart at the Cypress Head Municipal Golf Course. The term of the lease is five (5) years with two (2) two (2) year renewal options at the City's discretion.

OBJECTIVES

To provide food and beverage services, at a minimum, to the patrons of the golf course and service banquets as a full-service restaurant, in a clean, safe, and professional manner in an attractive setting in compliance with all governmental codes and regulations, subject to inspection and review by the City of Port Orange; and to generate revenue for the City through the base rent component of the lease agreement. The restaurant shall not be limited to operating during golf course operation hours only, but shall, at a minimum operate during regular golf course operating hours. The successful proposer shall be the exclusive food and beverage provider for banquet rentals, unless unable or unwilling to provide the services requested, in which case an outside caterer may provide said services.

Successful bidders will provide a sample menu and pricing for banquet business. All banquet rentals will be rented and scheduled through the City's golf course management contractor.

THE FACILITY

The Cypress Head Municipal Golf Course, located at 6231 Palm Vista St, Port Orange, FL. 32128, is an 18-hole championship golf course facility owned by the City of Port Orange and operated by the City's golf course management contractor, Kemper Sports Management, Inc.

The Golf Course Restaurant Floor Plan indicates the lease area which includes the bar and dining area, banquet room, outdoor patio, and restrooms. Any proposed interior modifications shall require City approval.

The City owns the existing restaurant, kitchen equipment and appliances, and furniture. A list of the City's furniture, equipment and appliances is attached as Exhibit 1. All or some of the equipment and appliances listed in Exhibit 1 may be used by the Tenant, or alternatively, the Tenant may use its own equipment. Prior to installing or utilizing any fixtures, furniture, equipment or appliance other than the property listed in Exhibit 1, the Tenant shall request written approval from the City's Contract Manager. The Tenant shall be responsible for the maintenance, repair and replacement, if needed, of all fixtures, furniture, equipment, and appliances used by the Tenant, including those items listed Exhibit 1. Any replacement equipment or appliances installed by the Tenant, shall become the property of the City of Port Orange once installed.

The Tenant shall request written approval from the City's Contract Manager for any change to the name of the restaurant and banquet facility. All costs associated with or resulting from a name change, if approved, shall be the responsibility of the Tenant.

The Cypress Head Municipal Golf Course Restaurant is housed in a building that is 7,642 square feet, about 5,200 square feet of that is designated as restaurant space and includes a dining room, banquet room bar, kitchen and separate men's and ladies' restrooms and an outdoor receiving yard. The electric system meets code, and natural gas, water, sanitary sewer, phone, and cable television are all currently available in the facility. High-speed internet is also available. Please refer to Golf Club Restaurant Floor Plan. As currently configured, square footage is as follows:

- Dining room/bar, 1476 SF
- Banquet Room 3000
- Kitchen 812 SF
- Ladies' & Men's Room 550 SF (with non-exclusive use rights)

The Tenant shall request written approval from the City's Contract Manager for any proposed modifications to the premises. Any such requests shall be reviewed by the City's Community Development Department and/or Building Department.

The Tenant will keep and maintain the premises in good condition and repair in a neat, sanitary and orderly manner to comply with all applicable City, County, and State regulations, and shall bear the expense of any and all painting and decoration furnished to the interior of the building, and of custodial services. Annual maintenance logs and reports are to be submitted to the City's Contract Manager upon request and shall be prepared at the cost of the Tenant. The following will outline the required maintenance and reports:

Carpets professionally cleaned annually.

Hood inspections and cleaned every 6 months.

Provide health inspection reports annually.

Clean HVAC filters monthly.

Annual service agreements for kitchen appliances (stove, oven walk-in etc.)

Monthly Pest control service.

RESTAURANT BANQUET:

The tenant must honor existing banquet prices for events that have been scheduled prior to the lease, but not to exceed six months from the date of the lease. The golf course management company will be solely responsible for the advertising, marketing and reservations of on-site banquets; the Tenant will have exclusive rights to provide the food and beverage for these banquets, unless unable or unwilling to provide the services requested, in which case an outside caterer may provide said services.

TAXES:

The Tenant shall pay all federal, state, and local taxes in connection with the lease, including sales tax due on the rental of the facility and the sale of food and beverage, as well as employment taxes and other federal taxes.

MOBILE CONCESSION CART:

At least one Mobile Concession Cart shall operate year-round to meet the needs of the golf course patrons. Minimal operating days and times will be outlined by the golf management company based on expected golf bookings. It shall offer snacks, soft drinks, beer, wine, and liquor. The Tenant may use the Golf Course Maintenance fuel pumps; the cost of fuel will be part of the monthly service fee paid by the Tenant.

PARKING:

The Golf Course has non-exclusive use of the parking lot which must be shared among golfers, diners, and the Golf Course Pro Shop.

TOURNAMENTS:

The Tenant shall offer food and beverage services for on-site golf tournaments. Tournaments that include food and beverages will take precedence over restaurant customer needs. The Tenant may use the restaurant facilities for off-site catering opportunities, so long as it does not affect service to the golf course patrons.

REFUSE REMOVAL:

There is a six-yard dumpster on site that is serviced three days a week. This service is included in the base rent.

EQUIPMENT AND IMPROVEMENTS:

All improvements and fixtures made or installed by the Tenant shall become the property of the City upon completion or installation.

SIGNAGE:

Signage, including way-finding signs, may be included in the Proposal for consideration, and shall be subject to the City's applicable regulations. Proposers should suggest signage locations which the City may consider. Tenant will be responsible for costs associated with signage.

Proposers are encouraged to review the code requirements prior to submitting their proposal if that proposal includes signage.

LIQUOR LICENCES:

The City currently holds a liquor license. The Tenant shall be required to obtain its own liquor license to operate the food and beverage services. The Tenant shall carry insurance for liquor liability and indemnify the City for any and all damages resulting from the sale or distribution of alcohol at the premises or on the golf course.

LEASE TERMS:

The term of the lease is five (5) years with two (2) two (2) year renewals, at the option of the City.

Lease term will include a monthly base rent which include the restaurant, bar, kitchen as well as shared use of the restrooms and parking. The tenant shall be responsible to pay the City directly for electric, water and sewer. In addition to the base rent LP will be paid directly to their vendor as well as cable TV and internet.

The Proposer shall provide the City with a security deposit in the form of an irrevocable letter of credit, cash deposits, or surety instruments satisfactory to the City upon signing the negotiated lease. The amount of the deposit shall be two (2) months utilities (\$1800 per month) and two (2) months' rent.

The anticipated lease will be a net lease in which the Tenant will pay all operating expenses. Payment is to be made monthly.

RESTAURANT OPERATION:

The Tenant shall be responsible for operations, marketing and advertising, staffing, cleaning, security, cost of all utilities for this building, including but not limited to cable or satellite TV service (which shall include

service to the Golf Course Pro Shop), and maintenance within the Restaurant, Bar, and obtaining all required permits and licenses.

The Tenant shall utilize the Food & Beverage Management software of their choice for restaurant. Point of Sale hardware and software shall be provided by the tenant.

The City will in no way be obligated to subsidize or support the operation of the restaurant by the successful proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the lease with the City. The golf course operation is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to ensure that the restaurant operates in a financially responsible manner.

The City reserves the right to do a financial review and inspection of records upon request.

PERMITS, ETC.: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposal.

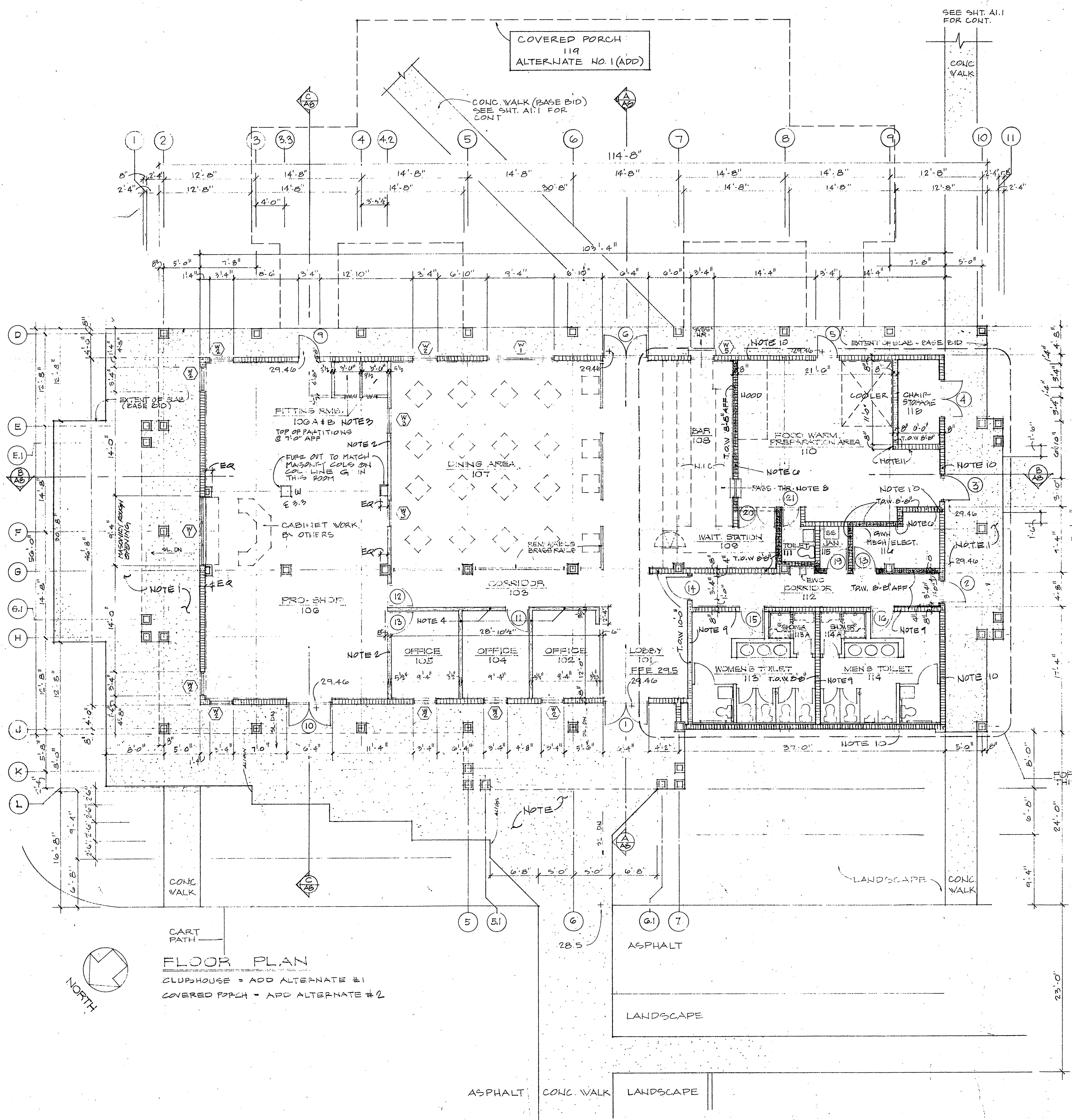
INSURANCE:

The tenant must provide liability and liquor liability insurance in the amount of one million dollars listing the city as an additional insured. The Tenant must also provide worker compensation and motor vehicle insurance if applicable. Insurance must be rated by AM best as A or better.

EMERGENCY SERVICES:

If a State of Emergency is declared by any government body effecting the City of Port Orange, the City shall have the right to re-enter the premises and use the facilities for emergency purposes. During the emergency use of the facilities, the Tenant shall not be required to pay monthly rent payments or service fees.

[Remainder of this page left intentionally blank]



FLOOR PLAN
CLUBHOUSE - ADD ALTERNATE #1
COVERED PORCH - ADD ALTERNATE #2

FINISH SCHEDULE

NO.	ROOM	FLOOR		BASE		N. WALL		E. WALL		S. WALL		W. WALL		CEILING		REMARKS
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	
101	LOBBY	F3	1	B1		W3	1	W3	1	W3	1	W3	1	C2	1	9'-0"
102	OFFICE	F3	1	B1		W3	1	W3	1	W3	1	W3	1	C2	1	8'-0"
103	CORRIDOR	F3	1	B1		W3	1	W3	1	W3	1	W3	1	C2	1	9'-0"
104	OFFICE	F3	1	B1		W3	2A	W3	2A	W3	2A	W3	2A	C2	1	8'-0"
105	OFFICE	F3	1	B1		W3	2A	W3	2A	W3	2A	W3	2A	C2	1	8'-0"
106	PRO-SHOP	F3	1	B1		W3	1	W3	1	W3	1	W3	1	C-2	1	9'-0"
106A	FITTING RMS.	F3	1	B1		W3	2A	W3	2A	W3	2A	W3	2A	C-2	1	-
107	DINING AREA	F3	1	B1		W3	2A	W3	2A	W3	2A	W3	2A	C-1	2A	VARIES
108	BAR	F3/5	1	B1/4						W3	1	W3	1	C-2	1	8'-0" VERIFY FINISH WEST WALL
109	WAIT. STATION	F3	1	B4		W3	1					W3	1	C-2	1	8'-0"
110	FOOD WARM./PREP AREA	F3	1	B4		W4	1	W4	1	W4	1	W4	1	C-4	2A	8'-0"
111	TOILET	F3	1	B4		W4	1	W4	1	W4	1	W4	1	C-1	B	8'-0"
112	CORRIDOR	F4	1	B4		W3	2A	W3	2A	W3	2A	W3	2A	C-2	1	8'-0"
113	WOMEN'S TOILET	F4	1	B4		W4	1	W4	1	W4	1	W4	1	C-2	1	8'-0"
113A	" SHOWER	F4	1	B3		W4	1	W4	1	W4	1	W4	1	C-4	2C	8'-0" SET WALL TILE IN MORTAR BED
114	MEN'S TOILET	F4	1	B4		W4	1	W4	1	W4	1	W4	1	C-2	1	8'-0"
114A	" SHOWER	F4	1	B3		W4	1	W4	1	W4	1	W4	1	C-4	2C	8'-0" SET WALL TILE IN MORTAR BED
115	JANITOR	F1	3	B2		W1	2B	W1	2B	W1	2B	W1	2B	C-1	2B	8'-0"
116	MECHANICAL/ELECT.	F1	3	B2		W1	2B	W1	2B	W1	2B	W1	2B	C-1	2B	8'-0"
117	NOT USED															
118	CHAIR STORAGE	F1	3	-		W1	2B	W1	2B	W1	2B	W1	2B	C-1	2B	8'-0"
119	COVERED PORCH	F1	3	-										C-3	2A	VARIES EXTERIOR PAINT

MATERIAL and FINISH LEGEND

- FLOOR:**
 F-1 EXPOSED CONCRETE
 F-2 VINYL COMPOSITION TILE
 F-3 CARPET
 F-4 UNGLAZED QUARRY (GOLF)
 F-5 UNGLAZED QUARRY TERRAZZO TILE
 F-6 CERAMIC TILE
- WALL:**
 W-1 CMU
 W-2 CEMENT PLASTER
 W-3 GYPSUM BOARD
 W-4 GLAZED CERAMIC TILE
 W-5 VINYL WALLCOVERING
 W-6 GREEN BOARD
- BASE:**
 B-1 WOOD
 B-2 VINYL/RUBBER
 B-3 CERAMIC
 B-4 QUARRY
- CEILING:**
 C-1 GYPSUM BOARD
 C-2 ACOUSTICAL TILE
 C-3 CEMENT PLASTER
 C-4 GREEN BOARD
- FINISH:**
 1- FACTORY FINISH
 2- PAINTED
 A. FLAT
 B. SEMI-GLOSS
 C. GLOSS
 3- APPLY W/SEALER/HARDENER
 4- EXPOSED
 5-
- COLOR:**
 A.
 B.
 C.

GENERAL NOTES

1. PAYING CONTROL JOINTS SHALL BE LOCATED AS DIRECTED BY ARCHITECT, INCLUDING ADD ALTERNATE #2
2. PARTITION BETWEEN PRO-SHOP (RM 106) AND DINING ROOM (RM 107), CORRIDOR (RM 108) AND OFFICE (RM 105), SHALL BE CONSTRUCTED OF 2X4 WD STUDS @ 16" O.C. W/ 5/8" TYPE 'X' GYP BD TO UNDERSIDE OF ROOF DECK.
3. PARTITIONS SHALL BE CONSTRUCTED OF 2X4 WD STUDS @ 16" O.C. TO A HEIGHT OF 7'-0" AFF. W/ 5/8" GYP BD EA. SIDE AND ON TOP OF WD PLATE (NO CLG).
4. THESE WALLS SHALL BE CONSTRUCTED OF 2X4 WD STUDS @ 16" O.C. W/ 5/8" GYP BD. EACH SIDE TO UNDERSIDE OF WD TRUSSES. PROVIDE BRACING AS REQ'D.
5. ALL INTERIOR BLOCK WALLS SHALL TOP OUT AT AS NOTED ON PLAN. (T.O.W) ALL DUCT WORK SHALL BE LOCATED WITHIN TRUSSES. SEE MECH DWGS.
6. SHADED BLOCK WALL INDICATES A 1 HR. RATED PARTITION. PROVIDE A 1 HR. RATED 2X4 WD. STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP BD. EACH SIDE, ON RT. WD. PLATE, ON TOP OF BLOCK WALL. UL DES. U-305, TO UNDERSIDE OF ROOF DECK. SEE SECTION B-10, SHTAS.
7. REFER TO WOOD FRAMING, AND TRIM NOTES ON SHT A-C. ALSO SEE SPEC SECTION 06100.
8. AT PASS THRU WINDOW IN KITCHEN, PROVIDE ON KITCHEN SIDE, A 1 HR. RATED FIRE SHUTTER. VERIFY SIZE.
9. ABOVE CMU BLOCK WALLS SURROUNDING AND DIVIDING THE REST ROOMS, PROVIDE 2X4 WD STUDS @ 16" O.C. W/ 5/8" GYP BD. TO UNDERSIDE OF DECK FOR SOUND ATTENUATION.
10. PROVIDE CORE FILL FOAM INSULATION IN EXTERIOR BLOCK WALL AS NOTED ON PLAN. (EXTERIOR WALLS OF KITCHEN AND REST ROOMS) SEE SPEC'S.
11. COMMON WALLS BETWEEN CHAIR STORAGE (RM 118) AND KITCHEN (RM 110) SHALL BE MIN. ONE HR. RATED. PROVIDE ONE HR. FIRE RATED CEILING TO CONFORM WITH ILL. DES. # L-529 IN ROOMS 110 AND 118. VERIFY CEILING HEIGHTS W/ ARCHITECT. COMMON WALLS SHALL BE UL DES. # U-205.

REVISIONS	BY
PRE-BID ISSUE	B-8-91
BID ISSUE	12-21-91
REVISIONS B-11 PER ADDENDUM #2	MM 1-26-92

Kenneth McGee, P.A.
 211 N. Ridgewood Ave.
 Daytona Beach, Florida 32114
 904-239-5990 Fax: 239-0066

CYPRESS HEAD GOLF COURSE
CLUBHOUSE
 PORT ORANGE, FLORIDA

DRAWN	FO
CHECKED	
DATE	
SCALE	1/8" = 1'-0"
JOB NO.	
SHEET	
A2	
OF	SHEETS

Handwritten signature and date:
 2-17-92

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 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 tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

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

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

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive 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 on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email 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**

If required 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. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. **DISQUALIFICATION OF BIDDER/PROPOSER**

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

34. **EVALUATION**

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

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

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

36. **EXCEPTIONS TO SPECIFICATIONS**

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

37. **E-VERIFY**

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

38. **FACILITIES**

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

39. **FAILURE TO RESPOND**

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

40. **FINANCIAL STABILITY**

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

41. **FORCE MAJEURE**

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

42. **GOVERNING FORMS**

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

43. **GOVERNING LAW**

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

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

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

44. **GRANT FUNDING**

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

45. **HIPAA COMPLIANCE**

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

46. **IDENTICAL TIE BIDS**

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

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

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

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any

kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

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

50. **INSURANCE**

If required 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. Vendor shall maintain insurance during the life of the Contract.

51. **INSURANCE CANCELLATION**

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

52. **INSURANCE REQUIREMENTS**

If required 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. Vendor shall maintain insurance during the life of the Contract.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make

deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

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

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

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

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57. **LICENSES, PERMITS AND TAXES**

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

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

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

59. **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) 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.

(b) 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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).

68. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required 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 Non-Mandatory. If it is 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.

70. **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, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

71. **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.

72. **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.

73. **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.

74. **PROPRIETARY 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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **RECYCLED MATERIALS**

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

84. **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.)

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the 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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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)

111. **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:

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

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be for Five (5) years and may, by agreement between the City of Port Orange and the vendor, be renewed for two (2) additional Two (2) year periods subject to City Manager approval. The City reserves the right to extend any contract after the last day of the current contract expiration date for a period no more than 6 months.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP, the Vendors must have the ability to prove in their submission that they meet all qualifications and working experience with the services as described in this RFP.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

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

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

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

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

TABLE OF CONTENTS:

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

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

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

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of restaurants currently or previously actively managed by the Proposer (the firm) and their locations.
- Provide a summary of the qualifications and experience of the entity (i.e., the firm) responsible for the management of the restaurant/bar/Mobile Concession Cart, especially with regard to prior experience with operation of projects similar in scale and character to the restaurant/bar/mobile concession cart operation. Include years and type of experience relevant to the Scope of Services.

TAB B – RESTAURANT MANAGERS EXPERIENCE AND QUALIFICATIONS:

- Provide a detailed history and description of the Proposer's Restaurant Manager's experience in restaurant and bar management, including the specific role and accomplishments, type of facilities managed, and scale of revenues.
- Provide resumes of key corporate personnel assigned to project: Proposers must include a resume of each officer or employee that will be responsible for managing the restaurant under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the restaurant or the ensuing contract must also be included.
- Provide a summary of the qualifications and experience of the key person(s) within the organization directly responsible for management of the restaurant/bar/mobile concession cart, especially with regard to prior experience with operation of projects similar in scale and character to the restaurant/bar/mobile concession cart operation. Include the years and type of experience relevant to the Scope of Services.
- Provide at least five (5) industry related references that have direct and relevant experience with the Proposer's Restaurant Manager's, including addresses, phone numbers and email addresses when available. Provide a comprehensive list of golf courses owned or operated by the Proposer's Restaurant Manager (over the past five years), its officers or employees and the individuals that will be assigned to the club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities, please include that information in your Proposal package.
- Provide the Proposer's (the firm) total annual restaurant advertising expense for the previous fiscal year.

TAB C – BUSINESS PLAN OPERATIONAL CONCEPTS:

- A clear statement of the Proposer's Vision for the restaurant/bar/banquets/mobile concession cart operation and how the Proposer will appeal to the golfing cliental as well as the general public, including any proposed improvements to the restaurant facility.
- Proposers must clearly state their understanding of the City's intent to operate the restaurant in such a manner as to recognize the need to balance that expectation with the desire to operate the restaurant strictly on a for-profit basis. It is also very important that each Proposer ensure full accountability of all public assets and policies.
- Proposers should indicate how they envision transitioning into management of the restaurant to minimize or eliminate any disruption to the players and customers.
- The Proposer's intended approach toward achieving and measuring customer satisfaction.
- A floor plan sketch of the area to be leased to the Proposer with the expected square foot usage listed.
- Provide projections and outlook for operating and growing the business.
 - The nature and extent of restaurant, building and facility maintenance programs.
 - The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- Provide sample menu and proposed prices for both the bar and the restaurant.
- Describe the number of seats/tables and layout.
- Specify and discuss the anticipated number and types of employees and their projected titles.
- Address proposed hours and days of operation on both weekdays and weekends and types of meals to be offered.
- Discuss on-site management, staffing, and procedures - The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and restaurant employees.

- Provide a narrative that indicates the management structure and ownership of the firm.
- Description of management approach and plans for:
 - a) Capital Improvement Program (buildings)
 - b) Food and Beverage Services
 - c) Staffing Plan
 - d) Marketing strategies and plans (food/beverage)
- Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans should it be the successful Proposer.

TAB D – BUSINESS LICENSES/ SUNBIZ:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

TAB E – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

TAB F – LEASE FEE:

- Cost Fee Proposal: Use the attached Cost Fee Proposal (Microsoft Excel spreadsheet) to submit formal unit cost data in your proposal under Tab F. Only the Lease Proposal form provided by the City of Port Orange in this solicitation will be accepted. Monthly lease costs include the restaurant, bar, kitchen, banquet room and shared use of the restrooms.
- State the proposed lease fee to be paid to the City monthly as a set amount. The monthly rent will be negotiated between the City and the Tenant in the final lease agreement.
- Proposers who offer higher base rents will receive additional consideration in the evaluation criteria addressing Lease Cost, and Proposers offering lower base rent will receive less consideration.

TAB G – REFERENCES:

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

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. Did they meet the terms of the contract?
 2. Was the project completed on time and within budget?
 3. Did they respond in a timely manner to calls, requests, etc.?
 4. Did they provide adequate staff to take care of the needs of your company/agency?
 5. How was your experience in working with this Vendor?
 6. Overall, would you recommend this Vendor?

TAB H– REQUIRED FORMS:

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

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Local Business Affidavit of Eligibility
- Attachment1- Lease /Fee proposal (inserted under Tab F of submitted proposal)
- Capital Improvement Plan (Optional)

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

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

EVALUATION CRITERIA FOR WRITTEN PROPOSALS **CATEGORY SCORE**

- COMPANY HISTORY, QUALITIFICATIONS, ABILITY AND CAPACITY:..... (10 points)***
- RESTAURANT MANAGERS EXPERIENCE AND & QUALIFICATIONS: (20 points)***
- BUSINESS PLAN AND OPERATIONAL CONCEPTS:.....(25 points)***
- LICENCES, FINANCIAL HISTORY AND REFERENCES: (15 points)***
- LEASE FEES:..... (30 points)***

Total Maximum Points ***(100 points)***

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs.
11. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALITIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>RESTAURANT MANAGERS EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN AND OPERATIONAL CONCEPTS:.....</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:</i>	<i>(15 points)</i>
<i>LEASE FEES:.....</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Lease/Fee Proposal (Inserted under Tab F of submitted Proposal)
- _____ Capital Improvement Plan (Optional)
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____, as _____ of _____

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

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

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

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

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

- The information contained herein may be subject to verification.

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

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

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LEASE FEE PROPOSAL (TO BE INSERTED UNDER TAB F)
PROPOSAL FORM

CITY OF PORT ORANGE
RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE

RFP# 17-42

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	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	Base Rent. LESSEE shall pay monthly to LESSOR on the 1 st day of each month during the Term and any Renewal Term, Base Rent in the amount of	\$ -
TOTAL PROPOSAL			\$ -

CYPRESS HEAD GOLF COURSE RESTAURANT LEASE

The City of Port Orange, Florida, 1000 City Center Circle, Port Orange, Florida 32127, hereinafter referred to as "LESSOR," and _____, hereinafter referred to as "LESSEE" in consideration of the mutual covenants and conditions contained hereinafter, hereby agrees as follows:

1. The terms and conditions set forth in City of Port Orange RFP#17-42 and the LESSEE's response thereto are hereby incorporated by reference with the same force and effect as though fully set forth herein. In the event of a conflict between the terms of the City of Port Orange RFP17-42 and this Lease Agreement, the terms of this Lease Agreement shall control.
2. Premises. LESSOR hereby leases to LESSEE, for a term and under the conditions provided hereinafter, the following described Premises:
 - a. Restaurant. A 5,288 square foot restaurant facility located at the Cypress Head Golf Course, 6231 Palm Vista Street, Port Orange, FL 32128, including a dining room, bar, and banquet area of approximately 4,476 square feet.
 - b. Parking. A non-exclusive use of the parking area adjacent to the restaurant for purposes of customer and employee parking.
 - c. Ladies' and Men's' Restrooms. A non-exclusive use of the restrooms (approximately 550 square feet) accessible by an attached hallway.
3. Term. There shall be a five (5) year Term. The initial Term shall commence on the ____ day of _____, 2018, and end on the ____ day of _____, 2023.
4. Renewal Terms. The LESSOR, with the LESSEE's acceptance, shall have the option to renew this Lease for two (2) Renewal Terms for a period of two (2) years each. In order to renew, LESSEE shall provide LESSOR with a written Request for Renewal not less than 150 days prior to expiration of the initial Term. Within 45 days of receipt of LESSEE'S Request for Renewal, LESSOR, at its sole discretion, shall notify LESSEE in writing of LESSOR'S decision regarding the potential renewal. LESSEE shall not be eligible for any renewal period unless each of the following conditions is fully satisfied at the time of the request for renewal: (i) this Lease is in full force and effect, and (ii) LESSEE has not been served with a written Notice of Breach as provided in Section 16, which violation remains outstanding and uncured on the date LESSEE requests renewal hereunder.
5. Rent.
 - a. Base Rent. LESSEE shall pay monthly to LESSOR on the 1st day of each month during the Term and any Renewal Term, Base Rent in the amount of \$_____. Base Rent shall be adjusted upward on the anniversary of each Lease Year proportionate to the annual increase ("Annual Increase") in the Consumer Price Index ("CPI"). "CPI" means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982 – 1984 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. "Annual Increase" means the percentage change in the CPI from January 1 to December 31 of the prior year to which the adjustment is made. Under no circumstances shall the adjustment result in a reduction in the then current Base Rent.
 - b. Additional Rent / Taxes.
 - i. LESSEE shall pay as Additional Rent to the LESSOR all sales and use taxes imposed by law on Rent payable under the Lease when due; and

- ii. LESSEE shall be solely responsible and shall pay to the applicable authority when due all taxes, federal, state, and local, in connection with the operation of the restaurant facility and mobile concession cart, including applicable ad valorem taxes, sales tax due for sale of food and beverages, federal employment taxes and other federal taxes, and shall furnish proof of payment of same to LESSOR upon demand.
 - c. Security Deposit. LESSEE shall submit to the LESSOR a cash deposit in the amount of \$4,000.00 within ten days of the execution of this Lease Agreement. Said deposit shall be returned to the LESSEE within 30 days after the expiration of this Lease Agreement, less any amount expended for damages to the Premises beyond normal wear and tear; cleaning of Premises, furniture, or equipment; or outstanding rent. Notwithstanding the foregoing, the LESSOR may elect, at its sole option, to reduce the security deposit referenced above, in an amount equal to the value added to the Premises in the form of capital improvements. Any reduction to the security deposit in exchange for capital improvements shall be evidenced by a written agreement between the parties.
 - d. Late Payment. Any Rent installment that remains unpaid, or is paid after the due date shall be considered late and subject to a late charge as provided in this paragraph. In addition to paying the amount of Rent then due, LESSEE shall pay to LESSOR a late charge equal to five percent (5%) of the amount of Rent then required to be paid. If any Rent installment remains unpaid for 30 days or more, the LESSOR shall withdraw the outstanding amount from the security deposit, and LESSEE shall have 30 additional days to replenish the security deposit to the full amount required by this Lease Agreement. Payment by LESSEE, or acceptance by LESSOR, of Rent in a lesser amount than due shall not be construed as an accord and satisfaction of any dispute between the Parties regarding sums due and payable hereunder, unless so stated in writing by LESSOR; regardless of whether such payment is accompanied by an endorsement or statement to the effect that the payment made is payment in full. LESSOR may accept any such payment without prejudice to any other rights or remedies which LESSOR may have against LESSEE.
6. Required Service to Public / Hours of Operations.
- a. General. The restaurant shall be operated by the LESSEE and open to the public during regular golf course operating hours. The primary function of the restaurant is to provide the food and beverage services necessary to serve the golf course patrons. LESSEE shall maintain and offer a menu which includes, but is not limited to a reasonable choice of snacks, hot and cold sandwiches, soups, and salads, plus breakfast, lunch, and dinner offerings at appropriate times to serve the needs of golf course patrons. The menu shall include a reasonable variety of non-alcoholic beverages and alcoholic beverages. LESSEE shall provide courteous service and quality foods. All food preparation shall be conducted by a qualified chef/cook. LESSEE shall provide personnel in sufficient quantity to provide prompt and courteous service to the public.
 - b. Golf Tournaments and Banquets. The LESSEE shall make available the banquet room for golf tournaments and banquets booked by the LESSOR's golf course manager. The LESSEE shall be the exclusive food and beverages provider for such events. The LESSEE shall schedule all

special events to be held in the banquet room with the LESSOR's golf course manager to avoid potential conflicts. Golf tournaments and banquets booked by the LESSOR's golf course manager shall take priority over any other use of the banquet room by the LESSEE. LESSOR reserves the right unto itself and its golf course manager to use the restaurant name and logo established by LESSEE, as may be amended from time to time, in its marketing and promotional materials.

- c. Mobile Concession Cart. LESSEE shall operate a mobile concession cart, at a minimum, each Friday, Saturday and Sunday during which the golf course is open, and for scheduled golf tournaments. The mobile concession cart shall be provided by the LESSOR and maintained by the LESSEE. The mobile concession cart shall offer soft drinks, beer, wine, snacks, and liquor. The LESSEE may utilize the golf club maintenance fuel pumps to fuel the mobile concession cart and shall maintain a log of the fuel pumped. The LESSEE may use up to 150 gallons of fuel per calendar year to fuel its mobile concession cart, and shall be required to pay to the LESSOR the cost for each additional gallon pumped. Due to the volatility of gasoline prices, the LESSOR shall have the right to re-evaluate this term on the anniversary of each Lease Year and may, at its sole discretion, require a portion, but no more than 50%, of the total monthly fueling costs for the mobile concession cart be paid by the LESSEE to the LESSOR as a utility expense.
 - d. Restrooms. LESSEE, and LESSEE's employees, invitees, and patrons shall have non-exclusive access to and use of the bathrooms on the Premises.
 - e. Alcoholic Beverage Services. LESSEE shall acquire, maintain, and fulfill the requirements of SRX State of Florida Restaurant Liquor License. LESSEE shall not use, sell, give away, or permit the use, sale, or gift of any alcoholic beverages on or from the Premises without having obtained and having in force all required permits and licenses therefor from governmental authorities. LESSEE shall immediately and diligently seek to obtain such permits and licenses at its own cost and expense and shall maintain them in full force and effect during the initial Term and any Renewal Term.
7. LESSOR'S Right to Audit. LESSOR may at any time within three years after the end of any Calendar Year, conduct an audit of LESSEE's books and records for such Calendar Year.
8. LESSEE's Use.
- a. LESSEE may not sell goods, merchandise or services, in addition to food and beverage sales.
 - b. LESSEE shall at its expense: (i) keep the inside and outside of all glass in the doors and windows clean; (ii) keep all exterior surfaces of the Premises clean; (iii) replace promptly any cracked or broken glass of the Premises with glass of like color, kind, and quality; (iv) maintain the Premises in a clean, orderly, and sanitary condition, free of insects, rodents, varmints, and other pests; (v) keep any garbage, trash, rubbish, or other refuse in rodent-proof containers within the interior of the Premises until removed; (vi) have garbage, trash, rubbish, and refuse removed from the Premises on at least three (3) times per week; (vii) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (viii) comply with all laws, ordinances, rules, and regulations of governmental agencies and authorities (including, without limitation liquor licensing laws) and all reasonable recommendations of the City of Port Orange's Risk Manager, casualty insurer(s), and other applicable insurance rating organizations now or hereafter in effect; (ix) keep and maintain a security system to ensure the security of the Premises when unoccupied; (x) comply with and

- observe all rules and regulations established by LESSOR which apply generally to all City facilities and property; (xi) maintain sufficient inventory and have sufficient number of personnel to meet the needs of the public in the Premises; (xii) conduct its business in all respects in a dignified manner in accordance with high standards of operation.
- c. LESSEE shall submit to the LESSOR the results of any health inspection within 10 days of receiving the inspection results from the local health department.
- d. LESSEE shall submit annual maintenance and inspection logs to the LESSOR which shall indicate the name of the service provider and the date and time of completion for each of the following maintenance activities:
- Annual steam-cleaning of carpets
 - Kitchen hood cleaning and inspection (every 6 months)
 - Monthly HVAC Filter Cleaning/Replacement
 - Annual appliance inspection and service
 - Monthly pest control service
- e. LESSEE shall not (i) place on the exterior of the Premises any sign, advertising matter, or any other thing of any kind, or any decoration, lettering, or advertising matter, on any window or exterior door of the Premises, unless previously approved in writing by LESSOR; (ii) place or maintain any trash, refuse, or other articles in any vestibule or area outside the Premises not designated for such use by LESSOR; (iii) permit undue accumulations of garbage in the Premises; (iv) conduct or permit to be conducted any auction, fire sale, going out of business sale, or bankruptcy sale unless directed by a court order, or other similar type sale in or connected with the Premises; or (v) use or permit the use of any portion of the Premises for any unlawful purpose.
9. Fixtures, Equipment and Furnishings. All fixtures, equipment, and furnishings installed or placed in the Premises shall be new or reconditioned to have a like-new appearance. LESSEE shall not remove any fixtures, installations, additions, partitions, hardware, light fixtures, or improvements whether located by the LESSEE or LESSOR. LESSEE's personal property may be removed upon termination or expiration of this Lease Agreement, and any of the LESSEE's personal property not removed from the Premises by LESSEE upon termination or expiration of the Lease shall become LESSOR's property, without compensation, allowance, or credit to LESSEE.
- LESSEE shall provide all equipment and furnishings for the Restaurant, except that property owned by LESSOR and described in Section 7.a. below, that is necessary and desirable for the proper operation of the restaurant and banquet facility. LESSOR shall approve in writing all proposed dining room furnishings and the restaurant floor plan. At all times during the Term or any Renewal Term, dining room furnishings shall be of a quality acceptable to LESSOR. LESSEE is required to use kitchen equipment which conforms to applicable codes and is sanitary and neat in appearance.
- a. The restaurant is presently equipped with the equipment and furnishings set forth in the detailed inventory set forth in RFP#17-42 which is hereby incorporated by reference and attached hereto as Exhibit "A".

The LESSOR shall provide the foregoing equipment and furnishings and any other existing fixtures, equipment, or furnishings to LESSEE in their "AS IS" condition as they presently exist in the

restaurant facility. LESSEE shall be solely responsible for maintenance, repair, or replacement of such existing fixtures, equipment and furnishings, as necessary. Notwithstanding the foregoing or any other term contained in this Lease Agreement to the contrary, any equipment or furnishing listed in Exhibit "A" that is in need of replacement, shall be replaced by the LESSEE, at LESSEE's sole expense, by a replacement item that is at least the equivalent of the item being replaced, and shall become the property of the LESSOR upon replacement. LESSEE shall notify the LESSOR prior to the replacement of any equipment or furnishing listed in Exhibit "A", and LESSOR shall have the option of choosing the replacement, by paying to LESSEE the difference in amount between the replacement item selected by the LESSEE and the replacement item chosen by the LESSOR.

10. Maintenance and Repair.

a. LESSOR's Responsibilities. LESSOR, at its expense, shall make or cause to be made:

- i. Structural repairs to exterior walls, structural columns, roof, and structural floor which collectively enclose the Premises, excluding however all doors, door frames, windows, and glass;
- ii. Replacement of walk-in refrigerator located within the Premises;
- iii. Repairs to base building systems outside the Premises excluding LESSEE's grease traps or HVAC chillers servicing the Premises. Where LESSOR's repairs or replacement are necessitated by reason of the negligence or willful misconduct of LESSEE, its servants, agents, employees, contractors, customers, or invitees, LESSOR shall make, or cause, the repairs or replacement to be made at LESSEE's expense.

b. LESSEE's Responsibilities.

- i. All repairs to the Premises or any fixtures, installations, equipment, or facilities therein, other than those repairs required to be made by LESSOR shall be made by LESSEE at its expense. Without limiting the generality of the foregoing, LESSEE shall keep the Premises, together with all electrical, plumbing, and other mechanical installations therein, including HVAC, and the HVAC chillers and grease trap outside the Premises, in good order and shall make all repairs or replacements from time to time required thereto at its expense. LESSEE shall surrender the Premises at the expiration of the Term, Renewal Term, or at such other time as it may vacate the Premises in as good a condition as when received, excepting depreciation caused by ordinary wear and tear. LESSEE shall not overload the electrical wiring serving the Premises, or within the Premises, and shall install at its expense, subject to the provisions of Section 9 below any additional electrical wiring which may be required in connection with LESSEE's apparatus. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of LESSEE shall be paid for by LESSEE, and LESSEE hereby agrees to indemnify, defend, and hold LESSOR, its agents, officers, and employees harmless from and against all claims, actions, damages, and liability in connection therewith.

- ii. LESSEE shall bear the expense of any and all interior painting and decoration of the Premises, including floor and ceiling, and shall bear the expense of any and all janitorial and pest control services to the Premises.
11. Alterations. LESSEE shall make no alterations to the Premises without prior written approval of the LESSOR after submitting detailed plans and specifications of the proposed alteration. If such approval is granted, LESSEE shall cause the work to be performed, at its expense, promptly, efficiently, competently, and in a good and workmanlike manner. All such work shall be performed by duly qualified and licensed persons or entities approved by LESSOR. All such work shall comply with all applicable codes, rules, regulations, and ordinances. If, because of any act or omission of LESSEE, its successors or assigns, any mechanic's, materialman's, laborer's, or any other lien or other order for payment of money shall be recorded against the Premises, or any part thereof, or otherwise asserted against LESSOR, then LESSEE shall, at LESSEE's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record, and further shall indemnify and hold harmless LESSOR from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, through trial and appeal, resulting therefrom or by reason thereof.
12. ADA Compliance. Any construction, reconstruction, remodeling, installation of improvements, or other work done to the Premises by the LESSEE shall be performed in compliance with the requirements of the Americans with Disabilities Act ("ADA"), at LESSEE's expense. In the event that a regulatory agency, private party, organization, or any other person or entity makes a claim under the ADA against either the LESSEE or LESSOR or both, LESSEE shall take immediate corrective measure to cure any violation(s); and shall defend, save, and hold harmless LESSOR from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors, court costs, and costs incurred for bringing the Premises into ADA compliance.
13. LESSOR's Obligations to Repair and Reconstruct.
- a. If the Premises shall be damaged by fire, hurricane, the elements, accident, or other casualty, (any of such causes being referred to herein as a "Casualty") then, subject to the provisions of Section 11.c. below, LESSOR shall promptly cause such damage to be repaired or reconstructed, provided however, that LESSOR shall only be responsible for repair or reconstruction of the Premises if property insurance proceeds are sufficient to complete all such repair or reconstruction (such determination to be made by LESSOR).
 - b. If the Premises are to be repaired or reconstructed by LESSOR as provided in Section 11.a. above, and the Premises shall be rendered wholly or partially untenantable, then, subject to the provisions of Section 11.c. below, LESSOR shall cause such damage to be repaired and all Rents shall be abated proportionately as to the portion of the Premises rendered untenantable during the period of such untenantability; provided however that Rents shall not be abated if the Casualty is caused by LESSEE's, or its agent's, negligence or willful misconduct. LESSOR shall not be liable for interruption to LESSEE's business or for damage to or replacement or repair of LESSEE's personal property (including, without limitation, inventory, floor coverings, furniture and other property removable by LESSEE under the provisions of this Lease) or to any leasehold improvements installed in the Premises, all of which damage, replacement, or repair shall be undertaken and completed by LESSEE promptly.
 - c. Option to Terminate Lease. If as a result of a Casualty:

- (i) The Premises are rendered wholly untenable, or
- (ii) The Premises is damaged or destroyed, and property insurance proceeds are insufficient to complete all such repairs (as determined by LESSOR),

then the LESSOR may elect to terminate this Lease by giving the LESSEE notice of such election within 90 days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date of such notice, and Rent shall be adjusted as of the date of such termination.

If the Premises are rendered wholly or partially untenable as a result of Casualty the repair of which is the responsibility of LESSOR pursuant to the terms of this Lease, then LESSOR shall advise LESSEE within 90 days after the occurrence of such event, of LESSOR's reasonable estimate of the time which will be required to cause such damage to be repaired. If the amount of time so estimated exceeds 180 days after the occurrence of such event, LESSEE may elect to terminate this Lease by giving LESSOR notice of such election within 30 days after the LESSOR's estimate is given.

14. Force Majeure. Except with respect to any failure to pay any sum due hereunder as a result of bankruptcy, insolvency, or refusal or inability to pay, if either Party shall be delayed or hindered in whole or in part, or prevented from, the performance of any non-monetary covenant or obligation hereunder as a result of acts of God, fire or other casualty, earthquake, hurricane, flood, epidemic, landslide, enemy act, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts, lockouts, labor disputes, or work stoppage beyond the control of either Party hereto, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance, or prevention and the period of the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of such delay, hindrance, or prevention.
15. Utilities. LESSEE shall pay utility charges in connection with the Premises and restaurant operations including, 100 percent of the natural gas or LP gas, phone, Wi-Fi, internet, satellite, and cable television, 80 percent of the electric, water and sewer, and shall be responsible for payment of all deposits in connection therewith for connection of utility services to the Premises, and shall open accounts in its own name for utility services. LESSEE shall pay all utility charges promptly and when due.
16. Insurance. LESSEE shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to LESSOR.
 - a. Workers' Compensation Insurance. Workers' Compensation Insurance for all employees of LESSEE, employed at the Premises. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law include Employers Liability insurance with limits of not less than \$500,000 per occurrence. No class of employee shall be excluded from the Workers' Compensation coverage.
 - b. Liability Insurance.
 - i. Commercial General Liability insurance including coverage for premises/operations, independent contractors, products/completed operations, broad form property damage and personal injury on an "occurrence" basis insuring the LESSEE.

- ii. Automobile Liability insurance which shall insure LESSEE for claims for damage because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used in connection with the operations of the Premises.
- iii. The general liability insurance shall include contractual liability insurance applicable to the Lessee's obligations under Section 15, below. LESSOR shall be listed as additional insured.
- iv. The limits of liability under the Commercial General Liability and Automobile Liability policies for bodily injury and property damage shall be no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregates shall be in an amount of no less than \$2,000,000.
- v. Liquor Liability coverage shall be required with no less than a \$1,000,000 limit of liability. LESSOR shall be listed as additional insured.
- vi. The Commercial General Liability, Automobile Liability, and Liquor Liability insurance shall name The City of Port Orange as an additional insured.

Unless specifically waived hereafter in writing by the Risk Manager, LESSEE agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

- c. Property Coverage: LESSEE shall at all times during the lease term maintain in effect policies of insurance covering the personal properties located at the Premises belonging to the LESSEE, for an amount equal to no less than 80% percent of the actual cash value of the property, for the benefit of the parties as their interest may appear hereunder, but not on buildings and LESSOR's personal property.
 - d. Proof of Insurance. Certificates of Insurance acceptable to LESSOR shall be filed with LESSOR's City Clerk prior to the commencement of the initial Term of this Lease and LESSEE shall file replacement certificates 30 days prior to expiration of termination of the required insurance occurring during the term or any renewal term of this Lease. In the event such insurance shall lapse, the LESSOR expressly reserves the right to renew the insurance at LESSEE's expense. LESSEE shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. If requested by LESSOR, the LESSEE shall furnish copies of the insurance contracts to support the certificates of insurance provided to the LESSOR.
17. Indemnification. LESSEE assumes all risk in the operation of this Agreement. LESSEE shall indemnify and hold harmless the LESSOR, and LESSOR's officers, employees, and agents, from and against all claims, Damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting directly or indirectly from the occupancy or use of the Premises by the LESSEE provided that the claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the LESSOR, LESSEE or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

18. Breach/Termination. The rights of LESSEE may be terminated by LESSOR as provided below, upon the happening of any of the following events of conditions:
- a. Failure to pay any component of Rent when due.
 - b. Failure to provide required continuous restaurant services and concession cart to the public during the Term or any Renewal Term as specified in Section 5.
 - c. Destruction, damage, or other harm to LESSOR's property caused by LESSEE's, or its agent's, negligence or willful misconduct.
 - d. Failure to comply with local and state health codes.
 - e. Failure to comply with any other material term of this Lease.

For any violation of this Lease other than Section 16.a. or b. above, LESSOR shall provide LESSEE with a written Notice of Breach, and LESSEE shall have 15 days from receipt of the notice to correct the violation. In the event LESSEE fails to make such a correction within the 15 day period, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 16.a. above, if any component of Rent is not fully paid within 30 days of the due date, LESSOR may provide LESSEE with written Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. For any violation of Section 16.b. above, if LESSEE fails to provide continuous restaurant services as specified in Section 5, the LESSOR may provide Notice of Termination, and this Lease shall be deemed terminated as of the date of receipt of such notice. Upon Notice of Termination, LESSEE shall immediately surrender the Premise, and LESSOR shall be entitled to retake possession.

19. Holding Over.
- a. If LESSEE shall be in possession of the Premises at termination of this Lease with LESSOR's written consent, the tenancy under this Lease shall become one from month-to month upon all the terms and conditions contained in this Lease, and such tenancy shall be terminable by either Party as of any date on not less than 30 days prior written notice to the other party specifying such date.
 - b. If LESSEE fails to surrender the Premises at termination of this Lease, without LESSOR's written consent, LESSEE shall pay over to LESSOR for the 60 day period immediately following said end of Term an amount equal to two times the total Rents payable (as provided in Section 4) by LESSEE to LESSOR during the last Lease Year prior to termination prorated to reflect the actual days LESSEE retains possession of the Premises. Should LESSEE fail to surrender the Premises within this 60 day period, LESSEE (i) shall be liable to LESSOR for any and all damages which LESSOR shall suffer by reason thereof, (ii) shall indemnify LESSOR against all claims and demands made by any succeeding tenants against LESSOR founded upon delay by LESSOR in delivering possession of the Premises to such Succeeding tenant, and (iii) shall pay to LESSOR a Rent equal to two times the total Rent payable by LESSEE to LESSOR during the last Lease Year prior to termination.
20. Surrender at End of Term. At the expiration or termination of the initial term, subsequent renewal term, or earlier termination hereof, LESSEE shall peaceably and quietly leave, surrender and deliver to LESSOR the Premises, together with any buildings, improvements, and fixtures, excluding any personal property of the LESSEE not affixed to the Premises, broom clean, and in thorough repair,

good order, and safe condition, reasonable wear and tear excepted. LESSEE shall remove all of LESSEE's non-affixed personal property from the Premises upon termination. If LESSEE fails to remove LESSEE's non-affixed personal property within fifteen (15) days after the date of expiration or earlier termination, such property shall be deemed to have been abandoned without notice to the LESSEE. LESSOR may appropriate, sell, store, destroy, or otherwise dispose of any such abandoned property without notice to the LESSEE and without obligation to account therefor. Further LESSEE shall pay to LESSOR the cost LESSOR incurs in removing, selling, storing, destroying, and disposing of such abandoned property in excess of any value recovered for such property, or said amount may be deducted from the security deposit.

21. LESSOR Inspections. LESSEE shall permit LESSOR, its agents, employees, and contractors to enter all parts of the Premises during the LESSEE's business hours to inspect the same and to enforce or carry out any provision of this Lease, including, without limitation, any access necessary for the making of any repairs which are LESSOR's obligation hereunder. Except in case of emergency, LESSOR shall provide LESSEE with reasonable notice of its intent to enter, and such entry shall be reasonably made so as not to unduly interfere with LESSEE's operations. If LESSEE shall not be personally present to open and permit an entry into the Premises at any time when a bona fide emergency exists, LESSOR may enter the same by a master key, or may forcibly enter the same, without rendering LESSOR liable therefor, and without in any manner affecting the obligations and covenants of this Lease.
22. Emergency Use by LESSOR. In the event of a declared emergency, declared by the City Manager, Governor of Florida, or President of the United States, the LESSOR shall have the right to take possession of the entire Lease Premises and all fixtures, equipment and furnishings therein, without prior notice to the LESSEE, for the duration of the emergency. LESSEE's base rent shall be prorated based on the number of days in any given month that the Premises is occupied by the LESSOR on an emergency basis.
23. Business Status. If LESSEE is a corporation, partnership, or limited liability company, LESSEE's status shall continuously be in good standing, active, and current with the state of its incorporation or registration and the State of Florida, and LESSEE shall keep its status active and current throughout the term of the Lease and renewal(s). Failure of the LESSEE to keep its status active and current shall constitute a default.
24. Independent Contractor. LESSEE shall operate the Restaurant as an independent contractor and shall be solely responsible for supervision of its employees, condition of the premises, service of patrons, employment of personnel, obedience to laws and the fulfillments of the requirements of the Lease.
25. Conformance to Laws. LESSEE shall conform to all State and Local Laws or Rules affecting the Premises and shall keep and save the LESSOR harmless from any penalty damages or charges imposed or incurred for any violation of said laws, whether occasioned by the neglect of the LESSEE or any of its agents thereupon and using said Premises, LESSEE shall obtain all necessary licenses to conduct its operation on the Premises, including but not limited to occupational licenses and alcoholic beverages licenses.
26. No Assignment. The Parties understand that LESSOR has awarded this Lease to the LESSEE based on the LESSEE's qualifications and experience, and this Lease may not be assigned without written approval of LESSOR.

27. Construction. This Lease shall not be construed more strictly against one Party or the other as the entity responsible drafting the Lease, it being recognized both of the Parties have contributed substantially and materially to the preparation and negotiation of this Lease.
28. Contract Administration. The City of Port Orange Parks and Recreation Director shall perform administration of this Lease. For notice provisions, see the paragraph below entitled "Notice."
29. Notice. For purposes of this Lease, notices shall be sent as follows:

LESSOR: *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: Parks and Recreation Director
 1000 City Center Circle
 Port Orange, Florida 32129
 (386) 506-5860

LESSEE: _____
 Attention: _____

30. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.
31. Severability. If any portion of any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent determined by law.
32. No Third Party Beneficiary. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.
33. Applicable Law. This Lease and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Florida without regard to the conflict of law provisions of any jurisdiction. The Parties hereby submits irrevocably to the jurisdiction of the courts located in Volusia County, Florida, and covenant and agree that suit may only be maintained in such jurisdiction.
34. Waiver of Jury Trial. The Parties hereby mutually waive any and all rights which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.
35. Time of Essence. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by LESSEE.

IN WITNESS WHEREOF, we have set our hands and seals as of the last date of signature below at Port Orange, Florida.

Witnesses:

LESSOR: CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 6300]

Witnesses to the LESSEE:

LESSEE:

By: _____

Printed Name of Witness

Dated: _____

Printed Name of Witness

By: _____

Printed Name of Witness

Dated: _____

Printed Name of Witness

[CA#6300]

CAPITAL IMPROVEMENT PLAN -(OPTIONAL)

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the restaurant. The successful Proposer will be expected to ensure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the restaurant. All costs associated with the improvements will be the vendors responsibility

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$_____

Year 2 \$_____

Year 3 \$_____

Year 4 \$_____

Year 5 \$_____

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, Is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

Company Name:_____

Contact Person / Title:_____

Mailing Address:_____ **State:**____ **Zip:**_____

Phone:_____ **Fax:**_____ **E-Mail:**_____

Signature:_____ **Submitted on:**_____, 20__.



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. # 1 **January 17, 2018**

RFP #17-42 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated December 26, 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. CLARIFICATIONS

The first evaluation committee meeting for this RFP is scheduled for Feb 2, 2017 at 10:00 A.M. This meeting is closed to the public per Florida Statutes Section 286.0113.

B. QUESTIONS AND ANSWERS:

1. Can I sell my business in 5 years?

Answer: Yes

2. Is the restaurant electric on its own separate meter from the pro shop?

Answer: No.

3. How does one determine the electric bill if the pro shop and restaurant are together?

Answer: The restaurant accounts for 75% of that bill.

4. Is there any advertising being done?

Answer: The course has a large home owner's association that lessee can run ads in. Advertising can also be done on our website and Facebook page. In addition, Kemper also has a flyer that goes out.

5. Can you tell me what that electric bill is running?

Answer: \$1800 is the average.

6. Is the catering being done at the restaurant or a separate building?

Answer: The tenant can prepare for catering commitments for events happening on site or off site.

7. Can we get a walkthrough?

Answer: Yes, please contact Bob Duquette at 386-756-5449 to arrange at Cypress Head golf course, 6231 Palm Vista Street Port Orange, Florida.

8. Is the City interested in hiring a management firm for the overall management of Cypress Head, or is the City looking to lease the restaurant space for the time being?

Answer: Lease the restaurant space only.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. #1

Flagsticks Bar And Grill

At Cypress Head

Breakfast

Sandwiches

7Am To 11Am

2 Egg Omelet Style With Your Choice Of Bacon, Sausage Or Ham Served On Your Choice Of Bagel, Croissant, English Muffin Or Toast \$4.95

Traditional BLT Served On Choice Of Bread With Chips \$6.95

Grilled Bacon Egg & Cheese Served With Chips \$6.95

Breakfast Dog With Fried Egg And Cheese \$4.95

Philly Steak, Egg And Cheese Croissant \$6.95

Muffins \$2.59

Bagel With Cream Cheese \$2.49

Bloody Mary's \$3.25

Coffee \$1.65

Orange Juice \$2.95

Flagsticks Bar And Grill

At Cypress Head

Lunch

Sandwich Menu

11Am To Close

Build A Burger Choose Cheese And Toppings

Then Add Bacon, Mushrooms, Sautéed Onions Served With FF \$9.95

Hot Dog With Chips \$3.95

Chicken Or Tuna Salad Croissant With Chips \$7.95

Grilled Chicken With Cheese And Bacon With Chips \$8.95

Traditional BLT Served On Choice Of Bread With Chips \$6.95

Frito Taco Salad Large Salad With onion, Tomato, Jalapenos, Chili, Cheese And Frito Corn Chips \$8.95

Chefs Salad Ham, Turkey, Onions, Tomato Cheese \$8.25

Grilled Ham And Cheese With Chips \$6.95

Chicken Fingers And Fries \$7.95

Home Made Soup Or Chili Cup \$2.95 Bowl \$3.95

Flagsticks Bar And Grill

At Cypress Head

Happy Hour

3Pm To 6Pm

Basket Of Fries \$3.95

Chili Cheese Fries \$6.95

Onion Rings \$6.95

Mozzarella Sticks 5 For \$5.00

Chicken Fingers With Fries \$7.95

Egg Rolls \$7.95

Cocktails

House \$2.75

Call \$3.50

Pitcher Domestic \$8.00

Domestic Bottle \$2.50

Import Bottle \$3.00

House Wine \$3.25

Dinner specials

Monday

Meat Loaf Homemade and served with Green Beans, Mashed Potatoes And Side salad \$9.95

Country Fried Steak served with Green Beans, Mashed Potatoes And Side salad \$9.95

Tuesday

Open Faced Roast Beef served with Green Beans, Mashed Potatoes And Side salad \$9.95

Cordon Blue Grilled Chicken Breast Topped With Shaved Ham, And Swiss Cheese served with Green Beans, Mashed Potatoes And Side salad \$9.95

Wednesday

Jerk Chicken pasta Sliced Chicken breast Served In Alfredo Sauce With Bow Tie Pasta Served with side Salad \$9.95

Chopped Steak 8 oz Sirloin Patty Topped With Sautéed Mushrooms A Burgundy Gravy served with Green Beans, Mashed Potatoes And Side salad \$9.95

Thursday

Chicken Pot Pie Homemade and served with side salad \$7.95

Pork Chops This Is A Really Tender Dish Baked In A Mushroom Pork Gravy served with Green Beans, Mashed Potatoes And Side salad \$9.95

Friday

Fried Fish And Fries Served With Slaw \$7.95

Fried Catfish Southern Cornmeal Breeding Fries And Slaw \$10.95

Saturday

Baby Back Ribs Served With Fries And Slaw Full Rack \$12.95 Half Rack \$9.95

Sirloin Steak 8oz Center Cut Sirloin Served With Potato, Green Beans And A Salad \$12.95

Sunday

Open Faced Roast Beef served with Green Beans, Mashed Potatoes And Side salad \$9.95

Jerk Chicken pasta Sliced Chicken breast Served In Alfredo Sauce With Bow Tie Pasta Served with side Salad \$9.95

Chopped Steak 8 oz Sirloin Patty Topped With Sautéed Mushrooms A Burgundy Gravy served with Green Beans, Mashed Potatoes And Side salad \$9.95

Management Team

Kevin Hannah 40 years food service Owner Hannah's Family Diner

Aileen Reiff 20 years Gourmet Kitchen 6 months with Hannah's Family Diner

Alexis Rosati 8 years front of the house experience 1 1/2 years with Hannah's

We offer paid vacations and a 401k plan

FIN 46-1798324

Food License sea 405956

Bev License bev 7407300

It is our intention to start with basic needs of the golf community with quick ready to grab breakfast and lunch items while featuring two dinner options per night, Have happy hour from 3 to 6 Monday thru Friday with a hearty happy hour menu. Featuring a golf cart girl, a minimum of 3 days a week. We understand that we need to start slow and listen to what our guest are looking for and develop into a great place for both the golf community, but also for the residents of Port Orange to enjoy.

It might seem odd that we are only offering a small amount in basic rent at first. Let me explain how a small business man hopes to make money in the endeavor. It usually takes about \$40,000 to get the business up and running. The first two years are the growing pains. Our profitable years hopefully will start in year three. Our problem is buy year 5 when things are going great I can not sell my goodwill customer base on the open market because the city will need to put the restaurant back on a new bid if I chose to leave and not renew my lease. The selling of the built business is what drives us to do a great job. In leu of selling the business at the end of the lease we simply will have taken the reduced rent as our selling of the business during the term of the lease. I would very much like the opportunity to explain this in person so I might be able to answer any concerns.

Thank You

Kevin Hannah

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

_____ Form 9.2 – Vendor’s Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

_____ Form 9.6 – Affidavit of Anti-Collusion Form

_____ Form 9.7 – Local Business Affidavit of Eligibility

_____ Attachment 1 – Lease/Fee Proposal (Inserted under Tab F of submitted Proposal)

_____ Capital Improvement Plan (Optional)

_____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY:

HANNAH'S FAMILY DINEID

Vendor

[Signature]

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

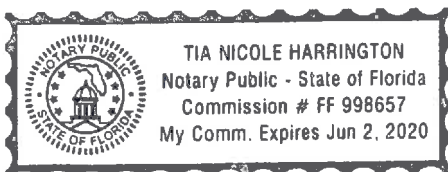
<u>HANNAH'S FAMILY DINER</u>	<u>968 REED CANAL LLC</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>[Signature]</u>	<u>S DAYTONA FL 32119</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>OWNER</u>	<u>386-256-4918</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>46-1798324</u>	<u>KEVINHPOB44@YAHOO</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>Florida</u>	COUNTY OF <u>Volusia</u>

The foregoing instrument was acknowledged before me this day of 17th Jan, 2018 by Hsein Hannah, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: June 2, 2020

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

HANNAH'S FAMILY DINER
Name of Business

By: [Signature]
Printed Name: KEVIN HANNAH
Title: OWNER

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17th day of January, 2018, by
Kevin Hannah as Owner of
(NAME) (TITLE)
Hannah's Family Diner and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDL as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

HANNAH'S FAMILY DINER
Name of Business
By: [Signature]
Printed Name: KEVIN HANNAH
Title: OWNER

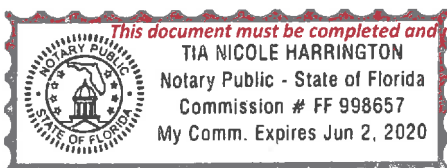
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 10th day of January, 2018, by
Kevin Hannah as Owner of
(NAME) (TITLE)
Hannah's Family Diner and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

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



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

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

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

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

HANNAH'S FAMILY DINER
Name of Business

By: [Signature]
Printed Name: KEVIN HANNAH
Title: OWNER

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12th day of January, 2018 by Kevin Hannah as Owner of Hannah's Family Diner and who:

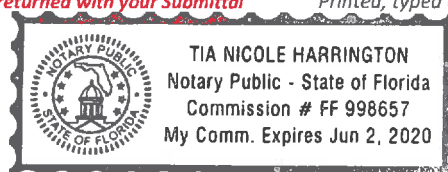
[Notary: Please select one]

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

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: _____

SIGNED BY: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

TELEPHONE: _____

FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – 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: HANNAH'S FAMILY DINER

CONTACT PERSON/TITLE: KEVIN HANNAH

MAILING ADDRESS: 968 REEDS CANAL

CITY-STATE-ZIP: S DAYTONA FL 32119

Length of Time at Address Provided: 5 YEARS

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

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

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386 256-4918

FAX: _____

EMAIL: KEVINHANNAH344@yahoo

****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 KEVIN HANNAH who, after being sworn according to law, stated that he or she was authorized to represent HANNAH'S FAMILY DINER and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 17th DAY OF January, 2018

My Commission Expires: June 2, 20

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

HARRAH'S FAMILY DINER
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

January 15, 2018

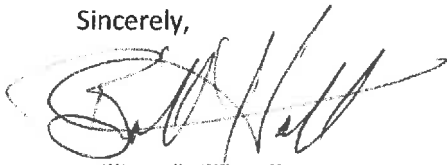
To whom it may concern;

I am writing about Kevin Hannah. I have had the opportunity to get to know Mr. Hannah for the past 2 years as we are both members of the South Daytona Lions Club. I have seen first hand how dedicated he is to his family, his business, and to the community. In our various events Kevin is always one of the first to roll up his sleeves to participate. At his restaurant he conducts food drives, school supply drives and donates supplies for other organizations to succeed in their activities.

Having retired from local law enforcement after almost 35 years, I have had the opportunity to witness first hand individuals that walk the walk and talk the talk, and Kevin is one of these.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Hall', with a large, stylized initial 'B'.

William "Bill" Hall

PO Box 214664

South Daytona, FL 32121

386.295.6636

Billhall184@outlook.com

CAPITAL IMPROVEMENT PLAN -(OPTIONAL)

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the restaurant. The successful Proposer will be expected to ensure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the restaurant. All costs associated with the improvements will be the vendors responsibility

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ T B D

Year 2 \$ T B D

Year 3 \$ T B D

Year 4 \$ T B D

Year 5 \$ T B D

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

Company Name: HANNAH'S FAMILY DINER

Contact Person / Title: KEVIN HANNAH OWNER

Mailing Address: 968 REED CANAL State: FL Zip: 32119

Phone: 386-795-2099 Fax: — E-Mail: KEVINHPOB44@YAHOO

Signature:  Submitted on: 1/19, 2018



"ATTACHMENT 1" LEASE FEE PROPOSAL (TO BE INSERTED UNDER TAB F)

PROPOSAL FORM

CITY OF PORT ORANGE

RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE

RFP# 17-42

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:

HANNAH'S FAMILY Diner

CONTACT PERSON:

KEVIN HANNAH

EMAIL ADDRESS:

KEVINH@OB44ETAHOO

AUTHORIZED SIGNATURE:

[Handwritten Signature]

ITEM	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	Base Rent. LESSEE shall pay monthly to LESSOR on the 1 st day of each month during the Term and any Renewal Term, Base Rent in the amount of	\$ 100.00
TOTAL PROPOSAL			\$ 100.00

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and may include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs.
11. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALITIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>RESTAURANT MANAGERS EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN AND OPERATIONAL CONCEPTS:.....</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:</i>	<i>(15 points)</i>
<i>LEASE FEES:.....</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.



CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET

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

RFP NUMBER: RFP-17-42
RFP TITLE: RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE
OPENING DATE/TIME: February 29, 2018 @2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Hannas Family Diner			
1	Form 9.1 Submittal Checklist	YES			
2	Form 9.2 Vendors Acknowledgment	YES			
3	Form 9.3 Addendum & Change Order Form	YES (Not Complete)			
4	Form 9.4 Drug Free Preference Statement	YES			
5	Form 9.5 Statement on Public Entity Crimes	YES			
6	Form 9.6 Affidavit of Anti-Collusion	YES			
7	Form 9.7 Local Business Affidavit	YES			
8	Attachment 1 – Lease/Fee Proposal	YES			
10	Capital Improvement Plan (Optional)	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	YES			

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Jim Tillman, Purchasing Manager



NOTICE OF INTENT TO AWARD

RFP #17-42 RESTAURANT AND BANQUET OPERATIONS AND MANAGEMENT AT CYPRESS HEAD GOLF COURSE

February 5, 2018

On January 9, 2018 purchasing received One (1) proposal for RFP #17-42 Restaurant and Banquet Operations and Management at Cypress Head Golf Course.

After review of the proposals submitted, City Staff has made its recommendation to award to Hanna's Family Diner of Volusia County, Florida.

Recommendation to award will be presented for City Council approval on February 20, 2018.

**David Battaglia
Purchasing Agent**

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # 1 Date: 2/5/18 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."

HANNAH'S FAMILY DINER
Name of Business

By: [Signature]
Printed Name: KEVIN HANNAH
Title: OWNER

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17th day of January, 2018, by
Kevin Hannah as Owner of
(NAME) (TITLE)
Hannah's Family Diner and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/20/2018

Consent item: Yes

SUBJECT: (G25a) City Manager Report on the Professional Services Contract with Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation

DEPARTMENT: Public Works

GOAL: N/A

RECOMMENDED MOTION: No motion needed.

SUMMARY:

The Public Utilities Department is moving forward with the services of Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation, project DIP071, in the amount of \$49,885.

The scope of services will review and evaluate the current Stormwater program to include the cost apportionment methodology, current rates/fees and policies. This evaluation will assist staff with a ten (10) year financial plan for the Stormwater Utility System. Funding sources for capital projects will also be evaluated.

Per the City's Purchasing Ordinance Section 2-267, (b) exempt purchases, item #5, Professional services (Financial) are exempt from formal competitive bidding process.

Stantec Consulting Services, Inc., now employs staff members of the former Burton & Associates, who will be providing the financial services.

The Professional Contract for services will have an expiration date of December 31, 2018.

Project No.: DIP071 Funding Account No.: 412 1800 541 6397

ATTACHMENTS:

1.	Department Justification Memo	Department Justification Memo - Stantec Cons.pdf
2.	Scope of Service	Proposal Agreement for Stormwater Rate-Fee Program Consulting Assistance 1-9-18.pdf

Julia Wiggins
Ronny Buttrum
Lynn Stevens
James Tillman
Tracey Riehm

Created/Initiated - 01/23/2018
Approved - 01/23/2018
Approved - 01/23/2018
Approved - 02/05/2018
Approved - 02/08/2018

Margaret Roberts
Jake Johansson
Robin Fenwick

Approved - 02/08/2018
Approved - 02/08/2018
Final Approval - 02/08/2018



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities & Public Works Director

CC: Ronny Buttrum, Assistant Public Works Director
Kynah Cockcroft, Public Works Sr. Administrative Assistant

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: January 23, 2018

SUBJECT: Stantec Consulting Services, Inc. – Stormwater Methodology Evaluation

REQUEST:

The Public Utilities Department is requesting approval to waive formal bidding requirements and to approve a Standard Contract for Services with Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation, project DIP071, in the amount of \$49,885.

PURPOSE:

The purpose of this request is to review and update the means and methods of assessing stormwater fees.

CONSIDERATION:

During recent discussions with City Council regarding the increased rates for stormwater, staff was given direction to conduct a stormwater methodology study to evaluate the current rate structure and recommend changes. On January 9, 2018, Public Works Department received a scope of services from Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation.

The scope of services will review and evaluate the current Stormwater rate/fee program to include the cost apportionment methodology, rates/fees and policies. This evaluation will assist staff with a ten (10) year financial plan for the Stormwater Utility System.

The ten (10) financial plan will include the projection of revenues, projection of operations and maintenance expenses, maintenance of adequate levels of reserves, inclusion of capital improvement program requirements for each year in the forecast period and determine revenue requirements to meet the needs of the City. Funding sources for capital projects will also be evaluated.

Per the City's Purchasing Ordinance Section 2-267, (b) exempt purchases, item #5, Professional services (Financial) are exempt from normal competitive bidding process. Stantec Consulting Services, Inc. was formally known as Burton & Associates. This vendor provides financial studies.

The Standard Contract for services will have an expiration date of December 31, 2018.

FUNDING:

Drainage – Project DIP071
412 1800 541 6397
Budget: \$60,000
Actual: \$49,885

RECOMMENDATION:

The Public Utilities Department is recommending approval to waive formal bidding requirements and to approve a Standard Contract for Services with Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation, project DIP071, in the amount of \$49,885.

ANTICIPATED SCHEDULE:

- a.) Agenda – February 20, 2018
- b.) Executed Contract – February 23, 2018
- c.) Purchase Order – February 26, 2018
- d.) Project Completion – December 31, 2018

ATTACHMENTS:

- a.) Scope of Service



January 9, 2018

Ms. Lynn Stevens
Public Works & Utilities Director
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32129

Re: Proposal – Stormwater Rate/Fee Study

Dear Ms. Stevens:

As requested, I have prepared this proposed Agreement for the above referenced Project. The following sections present the scope of services included in this proposal and our proposed work plan and fee to accomplish the scope of services.

Scope of Services

The proposed scope of services for this proposed Agreement is as follows:

1. Review and evaluate the current stormwater rate/fee program to include the cost apportionment methodology, rates/fees and policies,
2. Develop a ten (10) year financial plan for the stormwater utility to include projection of revenues at the current rates/fees, projection of operations and maintenance expenses, maintenance of adequate levels of reserves, inclusion of capital improvement program requirements for each year in the forecast period and determination of the revenue requirements to meet the needs of the system in each year of the forecast period. This will include determination of an optimum capital projects funding strategy in terms of pay-as-you-go versus debt funding to maximize the benefit of the stormwater rate/fee revenue while minimizing the burden upon the rate payers,
3. Recommend adjustments to the cost apportionment methodology and calculate rates/fees based upon the recommended cost apportionment methodology and the revenue requirements as determined in the financial plan in item 2. above, and
4. Recommend policies, such as attenuation credits, exemptions, etc.

If the final scope of work is different than described above, our proposal may have to be adjusted based upon further discussions with you. However, I believe that the task plan that we have presented in the attached Project Work Plan and Fee Estimate Schedule (Schedule) and our proposed fee represent the order of magnitude of such a study and scope variations would cause only small variations in the expected fee.



Proposed Work Plan and Fee

I have enclosed in the Appendix a Project Work Plan and Fee Estimate Schedule (Schedule) which presents our proposed work plan and fee to conduct the analysis. The above referenced Schedule presents the tasks and sub-tasks that will be required to accomplish the goals of the study as specified in the Scope of Services, and 2) shows that the Study can be completed for a fixed fee of **\$49,885**, inclusive of out-of-pocket expenses. We can begin work on this assignment immediately and estimate that it can be completed within approximately 120 days of receipt of all required data.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (813) 204-3331.

Very truly yours,



Andrew J. Burnham
Vice President – Financial Services

If the terms of this proposed Agreement, including the enclosed Professional Services Terms and Conditions, are acceptable, please affix the appropriate signature below and return a copy (facsimile will be acceptable) to us for our files:



CONSULTANT: Stantec Consulting Services, Inc., 777 Harbour Island Boulevard, Suite 600, Tampa, FL 33602

CLIENT: City of Port Orange, FL

SCOPE OF SERVICES: Stormwater Rate/Fee Study

COMPENSATION: A Fixed Fee of \$49,885 as set out in the attached Project Work Plan & Fee Estimate Schedule, billed monthly based upon percentage work complete by task

EFFECTIVE DATE: This Agreement will be effective on the date last executed below. Receipt by CONSULTANT of this executed Agreement from CLIENT will serve as a Notice to Proceed.

The services shall be performed by the Consultant in accordance with the provisions of this Agreement, including the enclosed Professional Services Terms and Conditions and any attachments. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

STANTEC CONSULTING SERVICES, INC.

CITY OF PORT ORANGE, FLORIDA

By: 

Name: Andrew J. Burnham

Title: Vice President

Date: January 9, 2018

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX

Detailed Task Plan

This Appendix presents the detailed task plan that we propose to execute to accomplish the scope of this project. The detailed task plan is presented in the Project Work Plan and Fee Estimate Schedule (Schedule) on the following pages.



APPENDIX

City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE

PROJECT WORK PLAN & FEE ESTIMATE



PROJECT TASKS		Consultant Hours				Total
		Project Principal	Project Manager	Project Analyst	Admin	
		\$324	\$210	\$142	\$98	
Description	<u>Evaluation of the current stormwater utility program, identification of recommended improvements/adjustments to the program and development of an adjusted stormwater utility fee structure and policies for consideration.</u>					
Task 1	Develop Financial Plan					
1.1	Conduct project initiation conference call.	1	1	1	2	5
1.2	Gather & review cost and property data.	0	1	4	0	5
1.3	Conference call with City staff to review data.	0	1	1	0	2
1.4	Input data into FAMS© model, adjust model as required and produce preliminary financial plan to include the following:	0	1	20	0	21
	o Capital Improvements Program					
	- Project listing by year					
	- Alternative financing options for capital projects					
	- Optimum funding source by project by year					
	o Borrowing Program					
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.					
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
	- Annual debt service of bond issue(s)/loan(s)					
	o Revenue Sufficiency Analysis					
	- Annual revenue projections					
	- Annual operations and maintenance expense projections					
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.					
	- Alternative plans of annual percentage rate adjustments to provide sufficient revenues for each					
	o Cost Allocation Analysis Between Utility Services					



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E-mail: andrew.burnham@stantec.com

Page 5

APPENDIX

City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE

PROJECT WORK PLAN & FEE ESTIMATE



PROJECT TASKS		Consultant Hours				Total
		Project Principal	Project Manager	Project Analyst	Admin	
		\$324	\$210	\$142	\$98	
	Hourly rate->					
	o Sources and Uses of Funds Analysis					
	o Funds Analysis					
	- Spend down limits (minimum reserve requirements) by fund					
	- Beginning and ending funds balances by fund by year					
1.5	Conduct internal review of model with consulting team and adjust.	1	2	2	0	5
1.6	Conduct interactive work session with City staff to review preliminary model results.	4	4	4	0	12
1.7	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	1	2	4	0	7
1.8	Conduct a second interactive work session if required with City staff to review adjusted model results.					
			--- At Hourly Rates as Required ---			
Task 2:	Develop Stormwater Utility Fee Model					
2.1	Determine the basis for apportioning stormwater costs to properties.	1	1	1	0	3
2.2	Conference call with City staff to discuss cost apportionment methodology and to determine adjustments as required to be used in developing the stormwater fees.	2	2	2	0	6
2.3	Identify and allocate costs/revenue requirements re stormwater allocation criteria and cost apportionment methodology determined in prior the task.	1	4	8	0	13
2.4	Review cost allocation with City staff via internet conference.	2	2	2	0	6
2.5	Develop stormwater rate/fee model to serve as billing property roll and rate/fee determination model to include property impact analysis. Model will calculate stormwater rates by property class and will calculate specific stormwater assessment fees for each parcel based upon its classification and proper application of the stormwater rates.	0	8	32	0	40
2.6	Conduct internal review of model with consulting team.	2	2	2	0	6
2.7	Conduct interactive work session with City staff to review preliminary model results.	4	4	4	0	12
2.8	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	0	2	4	0	6
2.9	Conduct second interactive work session via internet conference with City staff to review adjusted results.	2	2	2	0	6
2.10	Make adjustments based upon input from interactive work session and provide a Results and Assumptions Workbook for staff review and validation.	0	2	4	0	6



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Page 6

APPENDIX

City of Port Orange

STORMWATER UTILITY CONSULTING ASSISTANCE

PROJECT WORK PLAN & FEE ESTIMATE



PROJECT TASKS	Consultant Hours				Total
	Project Principal	Project Manager	Project Analyst	Admin	
	Hourly rate-> \$324	\$210	\$142	\$98	
Task 3: Review Results with City Management and City Council					
3.1 Meet with City Management to review preliminary results.	4	4	4	0	12
3.2 Make adjustments based upon input from City Management, review with City staff and finalize.	0	2	4	0	6
3.3 Prepare presentation for City Council workshop, review with City staff and adjust.	1	2	0	0	3
3.4 Present results to City Council in workshop.	4	4	4	0	12
3.5 Make adjustments based upon input from City Council workshop.	1	2	4	0	7
Task 4: Prepare and Present Report					
4.1 Prepare Draft Report.	1	4	8	4	17
4.2 Review Draft Report with City staff.	1	2	2	0	5
4.3 Prepare Final Report.	1	2	4	2	9
4.4 Present Final Report to City Council for approval to conduct a public hearing.	2	2	2	0	6
Task 5: Provide Implementation Assistance					
5.1 Develop public information materials including web site, brochures, FAQs or other media tools as may be appropriate.					
5.2 Prepare and finalize stormwater fee billing roll.	1	2	8	0	11
5.3 Assist in drafting of all legal notices, publications, documents, and resolutions necessary to adopt the recommended stormwater rates/fees.					
5.4 Attend a public hearing.	4	4	0	0	8
TOTAL ESTIMATED MAN-HOURS	41	71	137	8	257
TOTAL ESTIMATED CONSULTING FEE	\$13,284	\$14,910	\$19,454	\$784	\$48,432
TOTAL ESTIMATED EXPENSES @ 3%					\$1,453
TOTAL ESTIMATED FEE, INCLUSIVE OF EXPENSES					\$49,885



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Page 7

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROBIN FENWICK, CITY CLERK, <rfenwick@port-orange.org>, 386-506-5563; 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129.