



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 22, 2019

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 by Pastor Austin Trammell / Salty Church New Smyrna Beach
2. Pledge of Allegiance
3. Roll Call

B. CITY RECOGNITION

4. POPD Commendations/Awards Ceremony
5. Recognition for Graduates of the 2019 Youth Leadership Program

C. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. May 7, 2019 - Regular City Council Meeting
9. Bid Awards and Contract Items
 - a. Intent to Award ITB 19-05 for the purchase of Anionic Polymer and Sodium Bisulfite for the Water Treatment Plant and the Water Reclamation Facility
 - b. Intent to award ITB 19-01 for the Police Shooting Range to Carr & Collier Inc.
 - c. Intent to Award ITB 19-09 Removal & Replacement of Fire Station 71 & 74 Kitchen Cabinets to A.G. Pifer Construction Company.
 - d. Approval of Task Authorization No 14 under the Master Contract for Engineering Services with Kimley-Horn & Associates for services relating to the Utility System Hydraulic Modeling.

- e. Renewal of Environmental Legal Liability and Storage Tank Insurance with Aspen Specialty Insurance Company
- f. Approval of Amendment to SunTrust Banking Services Contract
- g. Approval of Change Order No. 1 to the Standard Contract for Services with Universal Engineering Sciences, Inc.

10. Resolution No. 19-14 - Budget Appropriation

11. Resolution No. 19-21 -Ratifying Election Results for the Primary Election held April 30, 2019

12. Approval of Memorandum of Understanding (MOU), Article 16, with the Police Benevolent Association Lieutenants (PBA Lt.)

13. Retirement of Loki and transfer of ownership to Greg Cook

D. CITIZEN PARTICIPATION (Agenda)

14. Feral Cats - Richard Scheibel

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

F. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

G. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Annual Report from ArtHaus

H. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO

18. Planning Commission Appointment

I. PUBLIC HEARING

19. Appeal of Planning Commission denial of variance at 5807 Clover Lane.

20. Resolution No. 19-22 - 1389 Reed Canal Rd./Brownfield Area Designation Request

21. First Reading - Ordinance No. 2019-18 - Administrative Rezoning/119 Howes Street

J. REGULAR AGENDA

22. Discussion on Palmer College Bond Issue

23. First Reading - Ordinance No. 2019-19 - Fire Assessment Procedure

24. Use of First Step Funding

25. City Manager Evaluation Debrief

K. COMMENTS

26. City Attorney Comments - Annual City Attorney Evaluation

27. City Manager Comments

L. COUNCIL COMMITTEE REPORTS

28. City Council Committee Reports

a. First Step

b. Port Orange/South Daytona Chamber of Commerce

c. Roundtable of Elected Officials

M. 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (B5) Recognition for Graduates of the 2019 Youth Leadership Program

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The Assistant City Manager will be presenting Amelia Bonjour, Alyssa Christen and Emma Dominguez with recognitions and congratulations on their completion of the first annual Youth Leadership Program curriculum.

In order to participate, students interviewed for a limited number of positions, attended Port Orange University, received leadership training, performed their own strategic planning and completed a significant research project of their choosing.

They spent hours requesting interviews, researching, creating presentation materials, practicing and presenting their findings. As you know their research topic this year was single-use plastic straws. Not only were the students keenly interested in the outcome, but it sparked interest by others on staff, the Environmental Advisory Board, the Southeast Volusia Chamber of Commerce and other local cities. Industry professionals interviewed came from around the community and the state to attend the city council meeting to see what they had accomplished.

Regardless of the final outcome of their recommendations, these students have made an impact not just in their community, but state-wide. They should be commended for their achievements as they have set the bar very high for the next round of the youth leaders.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 4/25/2019
Approved - 4/25/2019
Final Approval - 4/25/2019

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 7, 2019

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

Invocation by Father Chris Hoffman of Our Lady of Hope Catholic Church

Pledge of Allegiance

Roll Call	Present:	Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Chase Tramont Mayor Donald Burnette
	Absent:	Interim Council Member Jack Wiles
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, expressed his concerns regarding the wrecker service agreement. He suggested allowing the insurance agent the authority to release the vehicle after a crash.

Bruce Sewell, Universal Towing, thanked the City for allowing them to serve the City.

Mayor Burnette asked that item #12 be pulled for further discussion and add a discussion regarding First Step Shelter.

5. Agenda Approval

Motion to approve the agenda as requested by the Mayor was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

6. Approval of Minutes

- a. April 16, 2019 - Regular City Council Meeting
- b. April 23, 2019 - City Council Workshop

7. Bid Awards and Contract Items

a. Approval of Task Authorization No 13 with Kimley-Horn & Associates, Inc. for engineering services relating to the Port Orange Water Reclamation Facility (WRF) Administration Building Expansion.

b. Approval of Task Authorization No 22 with Mead and Hunt, Inc. for Construction Administration and Engineer of Record services relating to the South Commonwealth Water Main Improvements.

8. Wrecker Service

a. Resolution No. 19-15 - Tow Rates for Wrecker Service Agreement

b. Approval of Wrecker Service Agreement 2019 with Fryer's Towing

9. Resolution No. 19-16 - Approval of Grant Agreement for \$400,000 from Volusia County for ECHO Award 19-11 REC Center Phase I

10. Resolution No. 19-17 - 2017 Edward Byrne Memorial Justice Assistance Subgrant Agreement for \$10,000 from Florida Department of Law Enforcement for Cell Phone and Computer Forensics Software

11. Resolution No. 19-19 - Approving the Local Agency Program (LAP) Agreement for the construction of N Spruce Creek Sidewalks

12. Resolution No. 19-20 - Partial Easement Vacation - Lot 86 -- Foxboro Phase II (618 Ipswich Lane)

13. Major Special Event Request – Remarkable River Race 5K/10K race at Aunt Catfish Restaurant located at 4009 Halifax Drive, La Cantina Cocina located at 4085 Ridgewood Avenue and 4108 Halifax Drive

14. Approval of Administrative Code Change for Finance

15. Approval to Submit Grant Application for the 2018 Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program

Motion to approve the Consent Agenda as amended was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Item #12 - Resolution No. 19-20 - Partial Easement Vacation - Lot 86 -- Foxboro Phase II (618 Ipswich Lane)

Margaret Roberts, City Attorney, asked Council to approve the item subject to the City Attorney's review and approval of the sketch and legal description to be submitted as Exhibit A.

Motion to approve Item #12 as amended was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

16. Tree Planting and Protection Suggestions - Derek LaMontagne & Sweetwater Coalition Group

Derek LaMontagne withdrew his request to speak prior to the meet

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Councilman Drew Bastian asked for a report on the Nova Road Canal as it is completely overgrown. He is also concerned with the grounds at the Pavilion as there are weeds and trash covering the property.

Mayor Donald Burnette reminded citizens to vote in the ½ cent sales election. He congratulated Marilyn Ford and Lee Barreiro for advancing to the run off election in June 2019. He also said volunteers near Sugar Mill Gardens are concerned with traffic in the area as they have to cross the street to the parking lot.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

18. Presentation on Single-Use Plastic Straws

Alan Rosen, Assistant City Manager, introduced students, Amelia Bonjour, Alyssa Christen, and Emma Dominguez and the project they have researched relating to single-use plastic straws. Council thanked all for the presentation and information. Mayor Donald Burnette asked Staff to bring a resolution back regarding a voluntary ban on single use plastic straws or make it upon request only.

Chad Truxall, Marine Discovery Center, thanked the presenters and provided details of their mission and the actions they've taken on this topic.

Larka Shields, Team Leader of Dream Green Volusia, discussed their mission and invited all to participate in the "State of the River" one-hour tour on June 2, 2019.

Raylene Baddeley, Rhino Paper Straws, discussed her company's paper straws and how they give back to the communities by planting trees.

19. ERP Project Update

Jane Davis, ERP Project Manager, provided an update on the project and the project's timeline.

20. Fire Pension Plan Actuarial Report - Foster & Foster

Patrick Donley, Foster & Foster, provided details of the annual actuarial report, as well as historical data of the plan.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

21. Golf Advisory Board Report

John Cameron, Vice Chairman, provided an update from their recent meeting.

Bob Duquette, General Manager at Cypress Head Golf Course, provided details of their efforts to fix the greens.

22. Environmental Advisory Board Report

John Macaluso, Chairman, provided details from their most recent meeting. Nancy Vaughn, Vice Chair, discussed the presentation provided to the Board regarding single use plastic straws.

23. Parks & Recreation Advisory Board Report

Mark Bowling, Vice Chairman, was not present to provide the report.

REGULAR AGENDA

24. Resolution No. 19-18 - Interlocal Agreement for Distribution of Local Option Fuel Tax

Mayor Burnette read Resolution No. 19-18.

RESOLUTION NO. 19-18

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE ONE YEAR EXTENSION TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2019 – AUGUST 31, 2020; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion failed unanimously by roll call vote.

25. Ratification of Repairs, Cleanup and Settlement Agreement - Lang Residence, Water-main Break Event

Mr. Johansson provided details of the event, damage, and repairs, and requested approval.

Motion to approve was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

26. City Attorney - There was nothing further.

27. City Manager - There was nothing further.

COUNCIL COMMITTEE REPORTS

28. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette provided an update.

b. ArtHaus – Mayor Donald Burnette asked for a report from the board. Mr. Johansson said they are coming on May 22, 2019.

c. First Step – Vice Mayor Chase Tramont provided an update from the Special Meeting held recently. He would like to see a new board formed to handle the fundraising efforts as the elected officials are not the appropriate people to handle that.

ADJOURNMENT – 9:05 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C9a) Intent to Award ITB 19-05 for the purchase of Anionic Polymer and Sodium Bisulfite for the Water Treatment Plant and the Water Reclamation Facility

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve the intent to award ITB 19-05 Chemicals for the Water and Wastewater Plant Operations, to Solenis LLC for the purchase of Anionic Polymer and Allied Universal Corporation for the purchase of Liquid Sodium Bisulfite; and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Utilities Department uses various chemicals in the operation of the water plant and the water reclamation treatment plant to maintain compliance with state and federal regulatory requirements and state issued operating permits.

On March 25, 2019, the City released ITB 19-05, Chemicals for Water and Wastewater Plant Operations. Two bids were received for the anionic polymer and Solenis LLC was low bid vendor with a price of \$8.74 per gallon. Five bids were received for the Liquid Sodium Bisulfite and Allied Universal Corporation was low bid vendor with a price of \$1.75 per gallon.

After review of the bids submitted, recommendation is to award to Solenis LLC for the purchase of Anionic Polymer and Allied Universal Corporation for the purchase of Liquid Sodium Bisulfite. The Standard Contract for Supplies with each vendor will be issued for a period of one-year with the option to extend for two (2) one-year terms. Annual spending authority is subject to budget appropriations and City Manager to approve any amendments required to implement proposed rate increases and exercise renewal options.

Project No.: None
none

Funding Account No.: 401 0200 533 5219
401 0400 535 5219

Presenter:

ATTACHMENTS:

1.	Solenis, LLC Standard Contract for Services	Solenis, LLC Standard Contract for Services.pdf
2.	Allied Universal Corp Standard Contract for Services	Allied Universal Corp Standard Contract for Services.pdf
3.	ITB Purchase Anionic Polymer and	ITB Purchase Anionic Polymer and

	Sodium Bisulfite BID PKG	Sodium Bisulfite BID PKG.pdf
4.	ITB 19 05 Addendum 1 of 1	ITB 19 05 Addendum 1 of 1.pdf
5.	ITB 19 05 BID TABULATION Purchase Anionic Polymer and Sodium Bisulfite	ITB 19 05 BID TABULATION Purchase Anionic Polymer and Sodium Bisulfite.pdf
6.	Odyssey Manufacturing Co ITB 19 05 Bid Submittal	Odyssey Manufacturing Co ITB 19 05 Bid Submittal.pdf
7.	Solenis ITB 19 05 Bid Submittal	Solenis ITB 19 05 Bid Submittal.pdf
8.	Thatcher Chemical of Florida Inc ITB 19 05 Bid Submittal	Thatcher Chemical of Florida Inc ITB 19 05 Bid Submittal.pdf
9.	Brenntag Mid South Inc ITB 19-05 Bid Submittal	Brenntag Mid South Inc ITB 19-05 Bid Submittal.pdf
10.	Harcros chemicals Inc ITB 19 05 Bid Submittal	Harcros chemicals Inc ITB 19 05 Bid Submittal.pdf
11.	Allied Universal Corporation ITB 19 05 Bid Submittal	Allied Universal Corporation ITB 19 05 Bid Submittal.pdf
12.	Polydyne Inc ITB 19 05 Bid Submittal	Polydyne Inc ITB 19 05 Bid Submittal.pdf
13.	Justification Memo Award ITB 19 05 Allied and Solenis	Justification Memo Award ITB 19 05 Allied and Solenis.docx

Julia Wiggins	Created/Initiated - 4/25/2019
Kynah Cockcroft	Approved - 5/9/2019
Julia Wiggins	Approved - 4/26/2019
Steve Parnell	Approved - 4/29/2019
Lynn Stevens	Approved - 4/29/2019
Lori Bockelman	Approved - 5/6/2019
Scott Neils	Approved - 5/6/2019
Margaret Roberts	Approved - 5/9/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, 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 **SOLENIS, LLC** ("Contractor"), a Delaware limited liability corporation registered to transact business in Florida, whose principal address is 3 Beaver Valley Road, Suite 500, Wilmington, Delaware 19803. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Anionic Polymer, as more specially described in Invitation to Bid No. 19-02 ("ITB 19-05"), Scope of Work, Addendum No.1, and Contractor's schedule of unit pricing, attached hereto as Exhibit "1." A complete copy of ITB 19-05, Scope of Work, Addendum No.1, and Contractor's Proposal is available in the Office of the City Clerk.

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

Initial Term: The initial term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a one-year period (the "Initial Term").

Renewals: Upon mutual agreement of the Parties, this Contract may be renewed for two (2) one-year renewals, subject to the review and approval by the City Manager.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a 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 a unit rate of \$8.74 per gallon for Anionic Polymer, as set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each 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. Escalation/De-Escalation: Bid pricing shall remain in effect for the Initial Term of the Contract. Justification for an increase or decrease in cost of materials may be requested in writing, not less than 30 days prior to the scheduled price increase/decrease or renewal of Contract, as set forth in ITB 19-05. All changes in price shall be in writing, mutually agreed by the Parties, and subject to review and approval by the City Purchasing Manager.

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

5. Contract Administration. The Public Works and 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 below entitled "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 119.0701, 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 Contract 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 Contract 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 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>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If 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	Limits: Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000.00 minimum.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	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. 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.

19. 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.

20. 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.

21. 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 Contract and shall expressly require any subcontractor performing services pursuant to this 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 this Contract.

22. 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 Contract. 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.

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 CONTRACT 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 CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

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

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

27. Notice. For purposes of this Contract, 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 and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Solenis, LLC Attention: John Panichella, President 3 Beaver Valley Road Suite 500 Wilmington, Delaware 19803 (302) 502-0830 – Telephone Bidders@Solenis.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered

mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Contract 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 Contract 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 Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

SOLENIS, LLC

By: _____

John Panichella, 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: _____

Printed Name: _____

Date: _____

STATE OF DELAWARE

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by John Panichella, as President of Solenis, LLC, a Delaware limited liability corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Delaware

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 _____, 2019, 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 _____, 2019, 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" SCHEDULE OF UNIT PRICING

BID FORM
CITY OF PORT ORANGE

ITB # 19-05

Purchase of Anionic Polymer and Sodium Bisulfite for the
Treatment Plant and the Water Reclamation Facility

Water

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:		Solenis LLC				
CONTACT PERSON:		Suzanne Brown				
EMAIL ADDRESS:		Bidders@Solenis.com				
AUTHORIZED NAME:		Jason Burhans				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	\$8.74	\$9,614.00	7-10 Business days
2	LIQUID SODIUM BISULFITE	20,000	GAL	NO BID	NO BID	
4	LIQUID SODIUM BISULFITE	60,000	GAL	NO BID	NO BID	
				TOTAL BASE BID	\$9,614.00	
DESCRIPTION						
Shall warranty the above materials and labor for:				6 Months		

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed Bids for **Anionic Polymer AND Liquid Sodium Bisulfite**. Each chemical has its own designated specification below:

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage Based on Fiscal Year 2019

Estimated usage is 12 totes per year depending on product.

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

Usage is for the lime softening/sedimentation process as used in the treatment of drinking water.

Delivery must be made by a **lift gate truck** and in returnable plastic totes weighing approximately 2600 pounds per tote.

The following three (4) polymers are being given as a “bench mark” or “guideline” of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec’s Super Floc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI, CLARIFLOC A-210P. An alternate that has also been used is Nalco 81-84. Product must meet all Florida Department of Environmental Regulations for drinking water additives and have NSF 61 certification.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution: 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier’s quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

**SPECIFICATIONS FOR
LIQUID SODIUM BISULFITE**

Estimated Usage based on Fiscal Year 2019

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dichlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050-gallon tank (maximum delivery 1,500 gallons and minimum delivery 1000 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within five (5) calendar days after receipt of order and must make "emergency deliveries" with 48 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within five (5) calendar days of notification of need. Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. seven days a week, unless prior authorization is made for delivery outside the stated hours, to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection before acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

[Remainder of this page left intentionally blank]

End of Scope-of-Work



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, 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 **ALLIED UNIVERSAL CORP.** ("Contractor"), a Florida corporation whose principal address is 3901 NW 115 Avenue, Miami, Florida 33178. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Liquid Sodium Bisulfite, as more specially described in Invitation to Bid No. 19-02 ("ITB 19-05"), Scope of Work, Addendum No.1, and Contractor's schedule of unit pricing, attached hereto as Exhibit "1." A complete copy of ITB 19-05, Scope of Work, Addendum No.1, and Contractor's Proposal is available in the Office of the City Clerk.

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

Initial Term: The initial term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a one-year period (the "Initial Term").

Renewals: Upon mutual agreement of the Parties, this Contract may be renewed for two (2) one-year renewals, subject to the review and approval by the City Manager.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a 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 a unit rate of \$1.75 per gallon for Liquid Sodium Bisulfite, as set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is limited to an amount not to exceed the budget appropriation for each 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. Escalation/De-Escalation: Bid pricing shall remain in effect for the Initial Term of the Contract. Justification for an increase or decrease in cost of materials may be requested in writing, not less than 30 days prior to the scheduled price increase/decrease or renewal of Contract, as set forth in ITB 19-05. All changes in price shall be in writing, mutually agreed by the Parties, and subject to review and approval by the City Purchasing Manager.

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

5. Contract Administration. The Public Works and 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 below entitled "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 119.0701, 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 Contract 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 Contract 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 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>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000.00 minimum.	
☒	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. 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.

19. 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.

20. 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.

21. 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 Contract and shall expressly require any subcontractor performing services pursuant to this 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 this Contract.

22. 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 Contract. 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.

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 CONTRACT 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 CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

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

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

27. Notice. For purposes of this Contract, 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 and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Allied Universal Corporation Attention: James Palmer, President 3901 NW 115 Avenue Miami, Florida 33178 (305) 888-2623 – Telephone CristyM@Allieduniversal.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties

may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Contract 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 Contract 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 Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

ALLIED UNIVERSAL CORP.

By: _____

James Palmer, 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: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by James Palmer, as President of Allied Universal Corp., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, 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 _____, 2019, 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" SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB # 19-05****Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**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:		Allied Universal Corporation				
CONTACT PERSON:		Cristhianne Munguia				
EMAIL ADDRESS:		<u>Bids@Allieduniversal.com</u>				
AUTHORIZED NAME:		Cristhianne Munguia				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	NO BID	\$0.00	
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$1.75	\$35,000.00	2-3 WORK DAYS
3	LIQUID SODIUM BISULFITE	60,000	GAL		\$0.00	
				TOTAL BASE BID	\$35,000.00	
DESCRIPTION						
Shall warranty the above materials and labor for:						

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed Bids for **Anionic Polymer AND Liquid Sodium Bisulfite**. Each chemical has its own designated specification below:

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage Based on Fiscal Year 2019

Estimated usage is 12 totes per year depending on product.

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

Usage is for the lime softening/sedimentation process as used in the treatment of drinking water.

Delivery must be made by a **lift gate truck** and in returnable plastic totes weighing approximately 2600 pounds per tote.

The following three (4) polymers are being given as a “bench mark” or “guideline” of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec’s Super Floc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI, CLARIFLOC A-210P. An alternate that has also been used is Nalco 81-84. Product must meet all Florida Department of Environmental Regulations for drinking water additives and have NSF 61 certification.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution: 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier’s quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

**SPECIFICATIONS FOR
LIQUID SODIUM BISULFITE**

Estimated Usage based on Fiscal Year 2019

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dichlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050-gallon tank (maximum delivery 1,500 gallons and minimum delivery 1000 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within five (5) calendar days after receipt of order and must make "emergency deliveries" with 48 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within five (5) calendar days of notification of need. Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. seven days a week, unless prior authorization is made for delivery outside the stated hours, to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

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End of Scope-of-Work

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS

ITB #19-05



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent
Release Date: March 25, 2019

**Bid Due Date and Time:
April 22, 2019 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS. 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 April 22, 2019** 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.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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 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 Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference "Questions in the subject line. Last day for questions will be **April 8, 2019 at 5:00 P.M.**

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

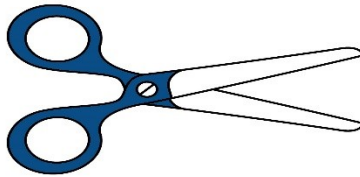
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed to David Van Valkenburgh, 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 #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS."**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **March 25, 2019**

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 #19-05 _____
BID TITLE:	CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS _____
DUE DATE/TIME:	April 22, 2019 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver of Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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, to including one original copy in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:March 25, 2019

Deadline for Questions: April 8, 2019 by 5:00 P.M.

Final Addendum Posting: April 15 2019 by 5:00 P.M.

Bids Due:**April 22, 2019 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 Van Valkenburgh, 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.

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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS" 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 Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@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 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 Bids for **Anionic Polymer AND Liquid Sodium Bisulfite**. Each chemical has its own designated specification below:

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage Based on Fiscal Year 2019

Estimated usage is 12 totes per year depending on product.

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

Usage is for the lime softening/sedimentation process as used in the treatment of drinking water.

Delivery must be made by a **lift gate truck** and in returnable plastic totes weighing approximately 2600 pounds per tote.

The following three (4) polymers are being given as a “bench mark” or “guideline” of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec’s Super Flocc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI, CLARIFLOC A-210P. An alternate that has also been used is Nalco 81-84. Product must meet all Florida Department of Environmental Regulations for drinking water additives and have NSF 61 certification.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution: 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier’s quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

**SPECIFICATIONS FOR
LIQUID SODIUM BISULFITE**

Estimated Usage based on Fiscal Year 2019

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dichlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050-gallon tank (maximum delivery 1,500 gallons and minimum delivery 1000 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within five (5) calendar days after receipt of order and must make “emergency deliveries” with 48 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within five (5) calendar days of notification of need. Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. seven days a week, unless prior authorization is made for delivery outside the stated hours, to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

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End of Scope-of-Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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 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 the 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 Van Valkenburgh, 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.

TERMS OF CONTRACT:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of twelve (12) months, from date of award, with an option for renewal of an additional two (2) one (1) year extension, if mutually agreeable with both parties.

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.

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.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[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 7.10 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – 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 7.7 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 7.10 – 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 COST/FEE PROPOSAL

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING						
BID FORM						
CITY OF PORT ORANGE						
ITB # 19-05						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
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 NAME:						
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL		\$0.00	
2	LIQUID SODIUM BISULFITE	20,000	GAL		\$0.00	
4	LIQUID SODIUM BISULFITE	60,000	GAL		\$0.00	
				TOTAL BASE BID	\$0.00	
DESCRIPTION						
Shall warranty the above materials and labor for:						



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

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

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: _____
Attention: _____

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

28. Contract Construction

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

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



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

ITB 19-05

April 15, 2019

PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 25, 2019 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:

We have uploaded incorrectly the wrong document for ITB 19-05 PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL
Correct document has been uploaded as of 3/25/2019

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1. The Specification states 20,000 gallons per year. The pricing page has a line item for Sodium Bisulfite for 20,000 gallons and another for 60,000 gallons. Can you clear up this discrepancy?

Answer: The estimate is for 20,000 annually, disregard the 60,000.

Question 2. What is the term of the contract? For example, one year with two one-year renewals?

Answer: This information is inside the ITB section 6.

Question 3. One last question, I see you require a lift gate for the totes. Do you have a forklift on site?

Answer: Yes, we have a forklift. Per Section 3 Scope of Work "Delivery must be made by a **lift gate truck** and in returnable plastic totes weighing approximately 2600 pounds per tote."

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-05 remains unchanged.

END OF ADDENDUM NO. #1



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-19-05
ITB TITLE: PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE
OPENING DATE/TIME: 4/22/2019 AT 2:30 P.M.

			Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")			ODYSSEY MANUFACTURING CO.	SOLENIS	THATCHER CHEMICAL OF FLORIDA INC	BRENNTAG MID-SOUTH INC
1	Form 7.2 – Vendor’s Acknowledgement		YES	YES	YES	YES
2	Form 7.3 – Addendum and Change Order Procedure		YES	YES	YES	YES
3	Form 7.4 – Drug Free/Tie Preference Statement		YES	YES	YES	YES
4	Form 7.5 – Public Entity Crimes Statement		YES	YES	YES	YES
5	Form 7.6 – Affidavit of Anti-Collusion		YES	YES	YES	YES
6	Form 7.7– Statement of Vendor’s Qualifications		YES	YES	YES	YES
7	Form 7.8 – Professional References for Previous Experience		YES	YES	YES	YES
9	Form 7.10 – Local Business Affidavit of Eligibility		NO	NO	YES	NO
10	Attachment 1 – Bid Proposal		YES	YES	YES	YES
11	Copy of License (Contractor, Sunbiz, etc.)		YES	YES	YES	YES
	1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.		YES	YES	YES	YES
	Deemed Responsive?		YES	YES	YES	YES
	Additional Comments				YES	
		Days for Delivery	TWO DAYS	7-10 BUISNESS DAYS	5 DAYS	3 DAYS
	ANIONIC POLYMER	Price per Gallon	NO BID	\$8.74	NO BID	NO BID
	LIQUID SODIUM BISULFITE	Price per Gallon	\$1.95	NO BID	\$2.37	\$1.88
	WARRANTY: MATERIALS & LABOR		1 YEAR	6 MONTHS	NONE	1 YEAR
TOTAL BID			\$39,000.00	\$9,614.00	\$47,400.00	\$37,600.00
Opened and tabulated by:		Joseph Castro Purchasing Buyer				
Witnessed by:		David Van Valkenburgh Purchasing Agent				

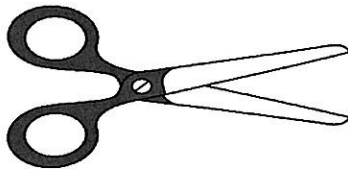
CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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-19-05
ITB TITLE: PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE
OPENING DATE/TIME: 4/22/2019 AT 2:30 P.M.

			Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")			HARCROS CHEMICALS INC	ALLIED UNIVERSAL CORP	POLYDYNE INC	Vendor
1	Form 7.2 – Vendor’s Acknowledgement		YES	YES	YES	
2	Form 7.3 – Addendum and Change Order Procedure		YES	YES	YES	
3	Form 7.4 – Drug Free/Tie Preference Statement		YES	YES	YES	
4	Form 7.5 – Public Entity Crimes Statement		YES	YES	YES	
5	Form 7.6 – Affidavit of Anti-Collusion		YES	YES	YES	
6	Form 7.7– Statement of Vendor’s Qualifications		YES	YES	YES	
7	Form 7.8 – Professional References for Previous Experience		YES	YES	YES	
9	Form 7.10 – Local Business Affidavit of Eligibility		YES	NO	NO	
10	Attachment 1 – Bid Proposal		YES	YES	YES	
11	Copy of License (Contractor, Sunbiz, etc.)		YES	YES	YES	
	1 Original, 1 Digital Copy flash drive) version in PDF format.	(CD or	YES	NO	YES	
	Deemed Responsive?		YES	YES	YES	
	Additional Comments		YES	YES		
		Days for Delivery	2-7 DAYS	2-3 WORK DAYS	7-14 DAYS	
	ANIONIC POLYMER	Price per Gallon	NO BID	NO BID	\$9.68	\$0.00
	LIQUID SODIUM BISULFITE	Price per Gallon	\$2.29	\$1.75	NO BID	\$0.00
	WARRANTY: MATERIALS AND LABOR		YES	NONE	YES	
TOTAL BID			\$45,800.00	\$35,000.00	\$10,648.00	\$0.00
Opened and tabulated by:		Joseph Castro Purchasing Buyer				
Witnessed by:		David Van Valkenburgh Purchasing Agent				

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 #19-05
BID TITLE:	CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS
DUE DATE/TIME:	April 22, 2019 at 2:30 P.M.
SUBMITTED BY:	Odyssey Manufactuirng Co. (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)



April 19, 2019

David Van Valkenburgh C.P.M.
Purchasing Division
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: **CITY OF PORT ORANGE: CHEMICALS FOR WATER AND WASTEWATER
PLANT OPERATIONS (BID NO. 19-05)**

Encl: (1) Bid Forms
(2) Pricing Sheet
(3) Certificate of Analysis
(4) Certificate of Compliance

Dear Mr. Van Valkenburgh,

Odyssey Manufacturing Co.'s ("Odyssey") is pleased to provide a proposal for the subject bid. Enclosures (1) and (2) are submitted in accordance with the Instructions to Bidders. Enclosures (3) and (4) are submitted as required by the Specification. Additionally, Odyssey has no history of litigation in the past five years (information requested in the instructions to bidders). Odyssey has no debarments in the past five years (or in its entire 20-year history).

Odyssey also has four "degreed" engineers on its staff in Florida that are actual employees or officers of Odyssey Manufacturing all located in Florida within a three-hour drive of Port Orange to provide additional support as required. This is in sharp contrast to other chemical suppliers in Florida.

The principal members of the organizations are as follows: (1) Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, a Master's equivalent in nuclear engineering from the Department of Energy, seven years of power plant experience in the U.S. Navy, eight years of power plant experience at Tampa Electric Company and over eighteen years of experience running the day to day operations of a large chemical manufacturing company; and (2) Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State and has over twenty five years of operational experience running as the Operations Manager for the largest chemical distribution and chlorine repackaging company on the East Coast and for the past seventeen years as the President of Odyssey Manufacturing. Both individuals are willing to provide unlimited technical assistance to our customers and have demonstrated this capability in the past. Odyssey's principal owner, Stephen Sidelko, has a B.S. in Chemical Engineering from Rensselaer Polytechnic Institute (RPI) in 1973 and an M.S. in Management from RPI in 1974. He has run various sodium hypochlorite manufacturing facilities for over thirty years and currently serves as the CEO of Odyssey Manufacturing Co. and is its principal investor. He is also President of Sentry Industries located in Miami, Florida where he runs the day to day operations of a sodium hypochlorite manufacturing company

As requested, the following is a list of the more important projects recently completed by our company all involving chemical systems for water and wastewater utilities.

- 1) 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
- 2) 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
- 3) 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
- 4) 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

- 5) 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
- 6) 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
- 7) 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

Cell: 850/491-1935
Engineer: MWH
Contractor: MWH
Contract Amount: \$ 321,340
Completion Date: March 2016

- 8) 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
- 9) 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
- 10) 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

11) 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: June 2017

12) 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 (Estimate Project 50% Completed as of 6/1/17)

Over the past twenty plus years, Odyssey Manufacturing Co. has provided superior service to the water and wastewater industry in Florida including never missing a delivery, providing emergency support on hundreds of occasions and providing a significant amount of technical assistance *including numerous training classes, tank repairs, equipment and engineering support for a chlorine burnouts, equipment and support for transmission line disinfections, assistance with setting up temporary and permanent sodium hypochlorite and other chemical systems, loan of equipment and technical support for temporary chemical systems, and replacement of numerous failed tanks and plumbing support.* As you know, we are the only chemical manufacturer/distributor that is open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also agrees to provide unlimited technical assistance to the City of Port Orange to assist it with its operations at no charge as part of the sodium bisulfite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed contractor, Odyssey has performed over three thousand chemical system installations in the State of Florida and assisted with numerous

others. This is more than three thousand more than any other chemical supplier and also more than all of the engineers and contractors in the State of Florida combined.

Thanks for your consideration. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to the Port Orange for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for all of your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order. This is in stark contrast to other chemical manufacturers! We take no exceptions to the bid documents. You may take a sample of our sodium bisulfite at any time from any one of your facilities or off of a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odyseymanufacturing.com. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Allman', with a long, sweeping horizontal line extending to the right.

Patrick H. Allman
General Manager



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-05

**Purchase of Anionic Polymer and Sodium Bisulfite for the
Treatment Plant and the Water Reclamation Facility** **Water**

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 Co.				
CONTACT PERSON:		Patrick H. Allman				
EMAIL ADDRESS:		palman@odysseymanufacturing.com				
AUTHORIZED NAME:		Patrick H. Allman				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	NO BID	#VALUE!	
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$1.95	\$39,000.00	Two
4	LIQUID SODIUM BISULFITE	60,000	GAL	DISREGARD PER ADD#1	#VALUE!	
				TOTAL BASE BID	#VALUE!	
DESCRIPTION						
Shall warranty the above materials and labor for:				One Year		

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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ 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

4/22/19

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

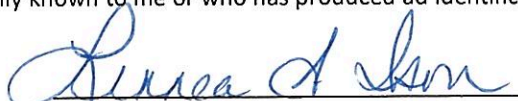
65-0846345
FEDERAL IDENTIFICATION #

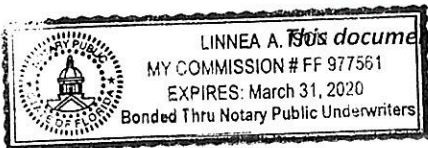
pallman@odysseymanufacturing.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this day of 22, April, 2019 by Patrick Allman, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 3/31/2020


Notary Public



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: 4/15/19 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."

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 22 day of April, 2019, by
Patrick Allman, as General Manager of

(NAME)
Odyssey Manufacturing Company

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

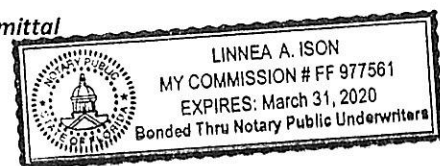
☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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: [Signature]

Printed Name: Patrick Allman

Title: General Manager

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 22 day of April, 2019, by
Patrick Allman, as General Manager of

(NAME)

(TITLE)

Odyssey Manufacturing Company

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

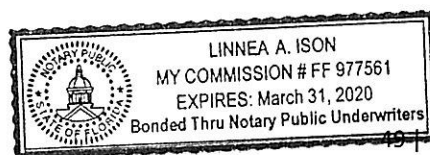
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

1. The business address of Odyssey Manufacturing Company (name of Offeror or business) is 1484 Massaro Blvd., Tampa, FL 33619.
2. My relationship to Odyssey Manufacturing Company (name of Offeror or business) is General Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is [Signature]. 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.)

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 22 day of April, 2019, by Patrick Allman, as General Manager of Odyssey Manufacturing Company and who:

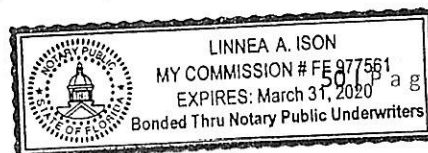
[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



FORM 7.6 – ANTI-COLLUSION FORM

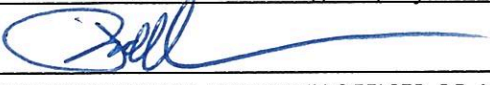
ANTI-COLLUSION STATEMENT BID FORM:

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: Fl. ZIP CODE: 33619

TELEPHONE: 813-635-0339 FAX: 813/630-2589

COMPLETION TIME: 2 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 7.7 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? 20 yrs.
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Reference Page
- 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?
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 cover letter
- K. List your major equipment currently owned or leased. 30 tankers
30 tractors
- L. Experience in work similar to this type of project. 20 years chemical delivery + manufacturing
- M. Background and experience of the principal members of your organization, including the officers. see cover letter
- N. Credit currently available: \$ 50 million
- O. Give bank reference: Bank of America Michelle Bain p: 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

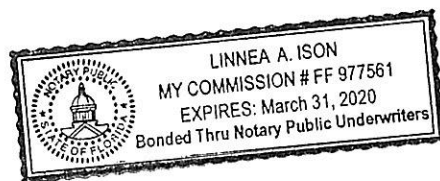
Sworn to (or affirmed) and subscribed before me this 22 day of April, 2019, by
Patrick Allman, as General Manager
of Odyssey Manufacturing Company and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[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 7.8 – 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 Tampa
Contact Person: Chris Wetz
City, State: Tampa, FL 33610
Telephone Number: 813-231-5243
Email Address: christopher.wetz@tampagov.net
Description of goods or
Services provided: Sodium Bisulfite & system to feed it
Contract Amount: ~ \$200,000
Start/End Date of Contract: 10/1/2016 - Present
2. Company Name: City of Largo
Contact Person: Dave Winkler
City, State: Clearwater, FL
Telephone Number: 727-424-7432
Email Address: dwinkler@largo.com
Description of goods or
Services provided: Sodium Bisulfite
Contract Amount: ~ \$100,000
Start/End Date of Contract: 11/1/2016 - Present
3. Company Name: City of Arcadia
Contact Person: A.J. Berndt
City, State: Arcadia, FL
Telephone Number: 863-558-2091
Email Address: abertndt@arcadia-fl-gov
Description of goods or
Services provided: Sodium Bisulfite
Contract Amount: ~ \$75,000
Start/End Date of Contract: 1/1/19 - Present

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: _____ n/a

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 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

n/a

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

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, 2019, that its most recent annual report/uniform business report was filed on March 6, 2019, 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 Twenty-second day of March,
2019*



Randy Lee
Secretary of State

Tracking Number: 4166888176CU

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

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

2018 - 2019 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

EXPIRES SEPTEMBER 30, 2019

ACCOUNT NO.

215900

RENEWAL

40 Employees

Receipt Fee

120.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

2018 - 2019

Paid 17-0-319706

09/21/2018 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.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



AFFIDAVIT OF COMPLIANCE FOR

Purchase of Anionic Polymer + Sodium Bisulfite

ITB 19-05

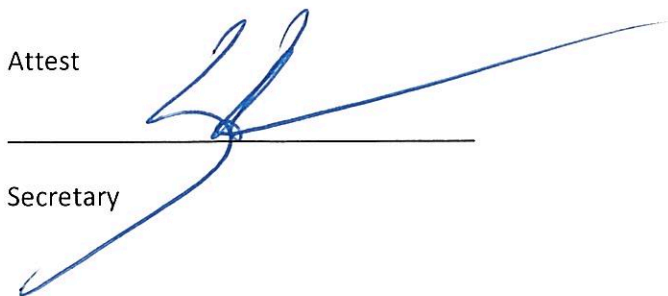
This is to certify that as required, all sodium bisulfite to be furnished under this Bid/Proposal will comply with AWWA Standard B512-15 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium bisulfite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium bisulfite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.



Patrick H. Allman

General Manager

Attest



Secretary



Straight Bill of Lading
- Short Form - Original - Not Negotiable

From: Southern Ionics Incorporated
1724 Lumpkin Road
Augusta, GA 30906

Ship To: Hawkins Inc. WTG
2263 Clark St
Apopka, FL 32703-



Certified to
NSF/ANSI 60

Maximum Use Level 50 mg/l

B/L / Order #	644996
B/L / Ship Date	03/26/2019
Delivery Date	03/26/2019
Gross:	76000
Tare:	29260
Net:	46740

CUST. #	W/H	PO NUMBER	RELEASE #	FREIGHT	FOR REMARK	SHIP VIA	DEL. TYPE	SEAL NUMBER
5300-1	05	847503		Prepaid	SII Facility	Truck	Regular	73705 / 73708
QTY. ORDERED	PACKAGING	HM	DESCRIPTION					RAIL CAR / VEHICLE NUMBER
48,000.00	48000.00 lb Tank Truck	X	RQ UN 2693, Bisulfites, aqueous solutions, n.o.s. (Contains: Sodium Bisulfite) 8, PGIII, Sodium Bisulfite-40% 3010-Truck ERG 154					571296 / 900

Line Item Remarks:

9) Instructions on BOL: DOCUMENT ALL DEMURRAGE EVENTS AND NOTIFY SALESPERSON. *** LABELLE: UNLOAD INTO TOTE!
*** SIGN IN UPON ARRIVAL ***

12) Delivery Contact: LABELLE - Terry Graham 863-673-2740. BRADENTON - Bill Quigley 941-725-0517. WEBSTER & APOPKA -
Scott Shumaker 407-402-6276. STARKE - Forrest Lyell 904-219-2919. OVIEDO - Chip Lacy 407-947-0733.

38.2 % Assay

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulation of the Department of Transportation

Shipper:
Southern Ionics Incorporated
PER: *Renee Stewart*

Subject to Section 7 of the conditions, if the shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".

Time In:

Permanent Post Office Of Shipper:
P.O. Drawer 1217
West Point, MS 39773

CARRIER: SII

BY: *Theresa Hight* DATE: 3-26-19

Time Out:

FOR CHEMICAL EMERGENCY CALL:
CHEMTREC - 800 - 424 - 9300

RECEIVER:
BY: *James Dwyer* DATE: 3-26-19

Demurrage:



**CERTIFICATE OF ANALYSIS
FOR
SODIUM BISULFITE SOLUTION**

CUSTOMER: HAWKINS INC. WTG
2263 CLARK STREET
APOPKA, FL 32703

P.O. NUMBER 847503

BILL OF LADING#: 544996

LOT NUMBER: 903-21-18

DATE SHIPPED: 03-26-2019

	<u>SPECIFICATION</u>	<u>ACTUAL</u>
ASSAY:	38.0 – 42.0 wt%	38.2 %
pH:	3.8 – 5.0	4.2
SPECIFIC GRAVITY:	1.31 - 1.38	1.33 @ 20C

CERTIFIED BY:

copies: Customer File



780319269340 B

Suzanne B. Brown
Business Support Analyst

CONTACT & GENERAL INFORMATION

CUSTOMER: City of Port Orange

BID NO.: 19-05

DESCRIPTION: Chemicals for Water and Wastewater Plant

DUE DATE: April 22, 2019 by 2:30 PM

VENDOR INFORMATION

Solenis LLC
Emergency Phone (24 hours/7 days a week) 1-844-SOLENIS
Fed ID # 46-56-83681
DUNS# 07-943-6434

ADMINISTRATIVE ADDRESS

Solenis LLC
3 Beaver Valley Road, Suite 500
Wilmington, DE 19803

PLANT ADDRESS

Solenis LLC
2401 Doyle Street
Greensboro, NC 27406

REMIT ADDRESS

Solenis LLC
PO Box 116232
Atlanta, GA 30368

BID & CONTRACT CONTACT

Suzanne B. Brown
3 Beaver Valley Road, Suite 500
Wilmington, DE 19803
Phone: 302-502-0830
Bidders@solenis.com
sbbrown@solenis.com

TECHNICAL REPRESENTATIVE

TIM BREWER
Authorized Agent
Multi-Technical Services
Phone: 904-616-1006
tdbrewer2020@att.net

ORDERING & CUSTOMER SERVICE REPRESENTATIVE

MIRANDA INGRASSIA
Customer Service Representative
Phone: 866-337-9579
Fax: 888-606-6668
IWTCustomerService@solenis.com

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS ITB #19-05



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent
Release Date: March 25, 2019

**Bid Due Date and Time:
April 22, 2019 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS**. 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 April 22, 2019** 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.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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 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 Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference "Questions in the subject line. Last day for questions will be **April 8, 2019 at 5:00 P.M.**

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

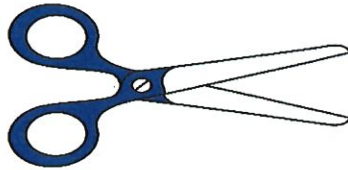
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed to David Van Valkenburgh, 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 #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS."**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **March 25, 2019**

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 #19-05

BID TITLE: CHEMICALS FOR WATER AND WASTEWATER PLANT
OPERATIONS

DUE DATE/TIME: April 22, 2019 at 2:30 P.M.

SUBMITTED BY: (Name of Company)

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

DATE/TIME RECEIVED: (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver of Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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, to including one original copy in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:March 25, 2019
Deadline for Questions: April 8, 2019 by 5:00 P.M.
Final Addendum Posting: April 15 2019 by 5:00 P.M.
Bids Due:April 22, 2019 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 Van Valkenburgh, 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.

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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS" 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 Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@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 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed Bids for **Anionic Polymer AND Liquid Sodium Bisulfite**. Each chemical has its own designated specification below:

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage Based on Fiscal Year 2019

Estimated usage is 12 totes per year depending on product.

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

Usage is for the lime softening/sedimentation process as used in the treatment of drinking water.

Delivery must be made by a **lift gate truck** and in returnable plastic totes weighing approximately 2600 pounds per tote.

The following three (4) polymers are being given as a “bench mark” or “guideline” of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec’s Super Flocc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI, CLARIFLOC A-210P. An alternate that has also been used is Nalco 81-84. Product must meet all Florida Department of Environmental Regulations for drinking water additives and have NSF 61 certification.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution: 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier’s quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

**SPECIFICATIONS FOR
LIQUID SODIUM BISULFITE**

Estimated Usage based on Fiscal Year 2019

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dichlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050-gallon tank (maximum delivery 1,500 gallons and minimum delivery 1000 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within five (5) calendar days after receipt of order and must make "emergency deliveries" with 48 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within five (5) calendar days of notification of need. Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. seven days a week, unless prior authorization is made for delivery outside the stated hours, to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

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End of Scope-of-Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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".)

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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 the 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 Van Valkenburgh, 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.

TERMS OF CONTRACT:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of twelve (12) months, from date of award, with an option for renewal of an additional two (2) one (1) year extension, if mutually agreeable with both parties.

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.

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.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Solenis LLC
Name of Business


Authorized Signature

April 18, 2019
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):

Solenis LLC
NAME OF BUSINESS

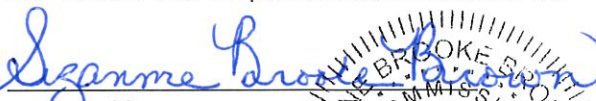
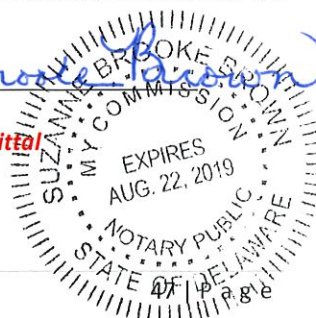
AUTHORIZED SIGNATURE
Jason Burhans , Pricing Analytics and Administration Manager
NAME, TITLE, TYPED
46-5683681
FEDERAL IDENTIFICATION #

3 Beaver Valley Road, Suite 500
MAILING ADDRESS
Wilmington, DE 19803
CITY, STATE & ZIP CODE
302-502-0830
TELEPHONE NUMBER / FAX NUMBER
Bidders@Solenis.com
E-MAIL ADDRESS

STATE OF Delaware COUNTY OF New Castle

The foregoing instrument was acknowledged before me this day of April 18th, 2019 by Jason Burhans, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: August 22, 2019


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: April 15, 2019 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."

Solenis LLC

Name of Business

By: JSB

Printed Name: Jason Burhans

Title: Pricing Analytics and Administration Manager

STATE OF Delaware

COUNTY OF New Castle

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by
Jason Burhans as Pricing Analytics and Administration Manager of

(NAME)
Solenis LLC

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Suzanne Brooke Brown
Notary Public, State of Delaware
Printed, typed or stamped name, commission and expiration:
SUZANNE BROOKE BROWN, MISS., D.O.B. 02/27/77, EXPIRES AUG. 22, 2019
NOTARY PUBLIC
STATE OF DELAWARE

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.

Solenis LLC

Name of Business

By: JAB

Printed Name: Jason Burhans

Title: Pricing Analytics and Administration Manager

STATE OF Delaware

COUNTY OF New Castle

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by
Jason Burhans, as Pricing Analytics and Administration Manager of

Solenis LLC (NAME)

(NAME OF ORGANIZATION)

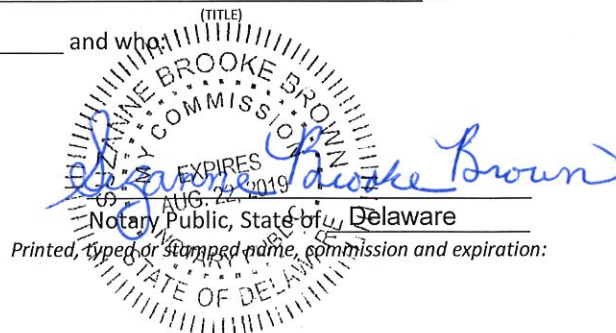
and who (TITLE)

[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 Delaware
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 Jason Burhans, who, being by me first duly sworn, made the following statement:

1. The business address of 3 Beaver Valley Road, Suite 500, Wilmington, DE 19803 (name of Offeror or business) is Solenis LLC.
2. My relationship to Solenis LLC (name of Offeror or business) is Pricing Analytics and Administration Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Solenis LLC

Name of Business

By: JB

Printed Name: Jason Burhans

Title: Pricing Analytics and Administration Manager

STATE OF Delaware

COUNTY OF New Castle

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by Jason Burhans, as Pricing Analytics and Administration Manager of Solenis LLC 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

Lizanne Brooke Brown
Notary Public, State of Delaware
Printed, typed or stamped name, commission and expiration
EXPIRES June 12, 2019
STATE OF DELAWARE
5011P age

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: Solenis LLC

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

PRINTED SIGNATURE: Jason Burhans

TITLE: Pricing Analytics and Administration Manager

ADDRESS: 3 Beaver Valley Road, Suite 500

Wilmington

CITY: STATE: Delaware ZIP CODE: 19803

TELEPHONE: 302-502-0830 FAX: 302-477-1437

COMPLETION TIME: April 18, 2019

F.E.I.N. NUMBER: 46-56183681

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 7.7 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. Solenis LLC
- B. Permanent main office address. 3 Beaver Valley Road, Suite 500, Wilmington, DE 19803
- C. Date organized. August 1, 2014
- D. If a corporation, where incorporated. N/A
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 4.5 years, over 90 years under prior organization names
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Confidential, we have hundreds of municipal contracts.
- G. General character of work performed by your company. Solenis is a chemical manufacturer and supplier.
- 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 Columbus OH, approx 1.5 million lbs.annually (an ongoing customer); Los Angeles County 1.3 million, finished in 2018, Yonkers JTF 1.4 million lbs-ongoing
- K. List your major equipment currently owned or leased. We have 41 manufacturing facilities with equipment globally, and various monitoring equipment at numerous customer sites.
- L. Experience in work similar to this type of project.
Solenis has supplies wastewater treatment chemicals to hundreds of municipalities in the US and globally.
- M. Background and experience of the principal members of your organization, including the officers.
Our officers all come with multiple years of experience in the chemical industry.
- N. Credit currently available: \$ confidential
- O. Give bank reference: Jeremy DiFilippo, 302-325-6200, jeremy.joseph.difilippo@citi.com
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Financial statements are not furnished to customers. Solenis has pro forma sales of approximately \$3 billion US.

(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. Excluding confidential information, Solenis will endeavor to furnish sufficient information to establish our capacity to fulfill this supply contract.

Solenis LLC

Name of Business

By: JSB

Printed Name: Jason Burhans

Title: Pricing Analytics and Administration Manager

STATE OF Delaware

COUNTY OF New Castle

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by Jason Burhans, as Pricing Analytics and Administration Manager of Solenis LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Suzanne Brooke Brown
Notary Public, State of Delaware

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: Yonkers Joint Treatment Plant
Contact Person: Jeff Brant
City, State: Yonkers, NY
Telephone Number: 914-231-2847
Email Address: jzb2@westchestergov.com
Description of goods or
Services provided: We provide polymer used in the treatment of wastewater.
Contract Amount: 1.4 million pounds annually
Start/End Date of Contract: Continuous customer
2. Company Name: Los Angeles County Sanitation
Contact Person: Malika Jones
City, State: Whittier, CA
Telephone Number: 310-830-2400 x 5249
Email Address: mjones@lacs.org
Description of goods or
Services provided: We provide polymer used in the treatment of wastewater.
Contract Amount: Over 1 million pounds annually
Start/End Date of Contract: Large portion ended in 2018, still under contract with smaller plant
3. Company Name: City of Columbus
Contact Person: Ben Roth
City, State: Columbus and Lockbourne, OH (2 plants)
Telephone Number: 614-645-3138
Email Address: broth@columbus.gov
Description of goods or
Services provided: We provide polymer used in the treatment of wastewater.
Contract Amount: 1.5 million pounds annually
Start/End Date of Contract: Ongoing customer

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 of the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *is applicable to:* _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

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

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

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

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT TITLE

COMPANY

N/A

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

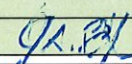
**BID FORM
CITY OF PORT ORANGE**

ITB # 19-05

**Purchase of Anionic Polymer and Sodium Bisulfite for the Water
Treatment Plant and the Water Reclamation Facility**

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:		Solenis LLC				
CONTACT PERSON:		Suzanne Brown				
EMAIL ADDRESS:		Bidders@Solenis.com				
AUTHORIZED NAME:		Jason Burhans				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	\$8.74	\$9,614.00	7-10 Business days
2	LIQUID SODIUM BISULFITE	20,000	GAL	NO BID	NO BID	
4	LIQUID SODIUM BISULFITE	60,000	GAL	NO BID	NO BID	
				TOTAL BASE BID	\$9,614.00	
DESCRIPTION						
Shall warranty the above materials and labor for:				6 Months		



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

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

Manner and Place: The work shall be performed as outlined in Exhibit "____" in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ 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]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



End of Solicitation Documents



To: Company Name
Address
Address
Address
Phone

Certificate of Analysis

Product: PRAESTOL A3040LTR
Lot Number:
Purchase Order:
Quantity:
Consignment Date:

A representative sample was taken and the following test results were obtained:

Parameter:	Specification	Results	Test Methods
Viscosity, mPas, @25°C, RVT2, 5 rpm	<3100		Q1T010
0.5% Brine Viscosity, cps, RVT1, 10 rpm	>350		Q1T054
Gels, %	<0.3		Q1T073
Residual Monomer, %	<0.05		Q1T044

Prepared by: mm/dd/yy
Quality Control

This certificate has been prepared with care as part of the Quality Assurance System of Ashland, Inc. However, it does not relieve our customers of their obligation to inspect the goods upon receipt or establish any warranties to third

Praestol™ Anionic and Nonionic Polymers Municipal and Industrial Wastewater Treatment

Description

Praestol anionic and nonionic polymers are high molecular weight, water-soluble flocculating agents made by the co-polymerization of acrylamide with itself or various anionic (negatively charged) monomers. These polymers are available in both liquid emulsion and granular dry solid grades and cover the full spectrum of charges from 0 to 100 percent. These products have found wide applicability in municipal, industrial, pulp and paper and mining liquid-solids separation systems.

Applications

- Influent water clarification, including potable water (TR grade)
- Filtration
- Mineral processing
 - Base metal sulfide concentrate thickening
 - Iron ore tailings clarification
 - Coal refuse thickening and dewatering
 - Bauxite/red mud
 - Phosphoric acid filtration
 - Copper tailings clarification
 - Brine clarification
 - Sand and gravel washing
- Effluent treatment
 - General coagulant aid for wastewater
 - Primary and secondary clarifiers, alone or in combination with organic cationic coagulants
 - Primary and secondary clarifiers, in combination with aluminum, iron salts or lime
 - Phosphorous removal in conjunction with inorganic coagulants
 - Conditioning of metal hydroxide sludges prior to dewatering of pulp and paper mill effluent
 - Textile mill wastewater
 - Food processing wastewater
 - Petrochemical wastewater
- Other
 - Lime/soda softening
 - Sugar juice clarification

recommended concentration range is 0.1-0.5 percent with 0.25 percent being optimum. Although these products are completely water soluble, certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of dry polymer solutions. One method to achieve good wetting is to use an aspirator-type disperser that draws solid particles into a water stream using vacuum created by water pressure. A water pressure of 30 psi or greater is necessary to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high torque mixer capable of stirring the entire tank at 250-400 rpm. If the entire tank is not stirred at 400 rpm, try a lower concentration of polymer. If mixing is still inadequate, add larger impellers (or more impellers) to the mixing shaft and increase the horsepower of the mixer, if necessary. Do not increase the mixing speed beyond 400 rpm or shearing of the polymer could occur. Best practice is to mix the polymer solution at 400 rpm for 45-60 minutes or until dissolution is complete.

There are a number of commercially available automatic feed systems that use an auger to sift dry polymer into the dilution water stream. The recommended units of this type feature two separate tanks, one for mixing and one for use as a day tank for finished polymer solution. The size of the day tank should be such that the dilute polymer is consumed within 48 hours. Many applications require a concentration much lower than 0.25 percent polymer. In that case, it is best to add secondary dilution water through a tee and a static mixer on the way to the application.

For laboratory preparation, carefully sift 1.0 gram of dry polymer into the vortex of 400 mls of water being stirred with a mechanical mixer to prepare a 0.25 percent solution. Continue to mix at 250-400 rpm for 45-60 minutes or until no gels are visible.

Continued on page 2.

Dry Polymer Solution Preparation

Praestol dry polymers cannot be fed into an application without pre-diluting in water. The

Emulsion Polymer Solution Preparation

In most applications, Praestol™ emulsion polymers should be pre-diluted in water before use. The manual method for dilution is to slowly pour the neat polymer into the vortex of a stirred tank at ratios of 0.25-1.0 percent (0.5 percent is optimum). Make sure the mixer is large enough and has enough torque to stir the entire tank at speeds between 250-400 rpm. If the dilute polymer solution does not appear to be stirring due to high viscosity, try a lower concentration of polymer, but in no case should the concentration be reduced to below 0.25 percent or poor dissolution may result. If mixing is still inadequate, add larger impellers (or more impellers) to the mixing shaft and increase the horsepower of the mixer, if necessary. Do not increase the mixing speed beyond 400 rpm or shearing of the polymer could occur. Best practice is to mix the polymer solution at 400 rpm for 10-20 minutes, shut the mixer off and allow the polymer to age for an additional 10-20 minutes. If the solution has too much undissolved emulsion, try adding the material to the vortex at a slower rate.

There are a number of commercially available automatic feed systems that provide in-line mechanical mixing. The recommended units of this type feature initial high energy mixing (>1000 rpm) for a short time (<15 sec) to achieve good dispersion of the product into water. This is followed by lower energy mixing (<400 rpm) for a longer time (10-20 min) and aging for an additional 10-20 minutes to achieve complete polymer dissolution. Best practice is to use these in-line dilution systems followed by a mixing/aging tank fitted with high/low level probes to refill the tank. The optimum concentration in the mixing/aging tank is 0.5 percent, and in no case should the initial concentration of the polymer be less than 0.25 percent for best results.

In both the manual and automatic systems, the size of the mixing/aging tank should be such that the dilute polymer is consumed within 48 hours. Many applications require a concentration much lower than 0.5 percent polymer. In that case, it is best to add secondary dilution water through a tee and a static mixer on the way to the application.

For laboratory preparation, inject 2.0 mls of emulsion polymer into the vortex of 400 mls of water being stirred with a mechanical mixer to prepare a 0.50 percent solution. Continue to mix at 250-400 rpm for 10-20 minutes. For best results, allow solutions to age for an additional 10-20 minutes before testing.

Properties

See property tables of Praestol emulsion and dry polyacrylamides.

Storage Stability

Dry grades as shipped:	36 months Solutions of
dry at 0.25%:	48-72 hours Emulsion
grades as shipped:	6 months Solutions of
emulsions at 0.5%:	48-72 hours

Storage of dry grades should be in a cool, dry place with temperatures less than 110 °F. Dry polymers are hygroscopic and can absorb humidity from the atmosphere thereby increasing the tendency to clump. Emulsion grades should not be allowed to freeze or be stored at temperatures exceeding 85 °F. Should freezing occur, allow the product to thaw in a warm area and mix for several hours before using.

Feedpoints

The selection of feed points is a critical element in maximizing the performance of flocculants in liquid/solids separation systems. Flocculants work by creating molecular bridges between microscopic particles thereby bringing them together into larger flocs. These polymer bridges are formed by relatively slow mixing and can be broken apart by excessive mixing. In general, flocculants should be added at a point in the system closer to where the actual separation is taking place to avoid shearing effects. Your Solenis technical representative will survey the system to determine proper feed points for all chemicals being used.

Materials of Construction

For solutions of dry and emulsion flocculants, cross-linked polyethylene, fiberglass, stainless steel or epoxy-lined steel are the preferred materials of construction for mixing and day tanks. Unlined mild steel, black iron, galvanized steel, copper and brass are not recommended in any part of the feed system. Stainless steel, Hypalon*, Viton* and Teflon* material are the best choices for pump heads and stators. For feed lines, use PVC, stainless steel or reinforced Tygon* tubing.

Laboratory Polymer Screening

See Environmental and Process Solutions test procedures: "Jar Tests," "Cylinder Settling Tests" and "Sludge Dewatering using Free Drainage Tests."

Packaging

This product is available in a variety of packaging sizes. Your Solenis representative will recommend the appropriate packaging for the application.

Important Information

Typical Properties: Refer to the Safety Data Sheet (SDS).

Regulatory Information: Refer to the SDS or contact your sales representative for any additional regulatory and environmental information.

Safety: Solenis maintains an SDS for all of its products. Use the health and safety information contained in the SDS to develop appropriate product handling procedures to protect your employees and customers.

Our SDS should be read and understood by all of your supervisory personnel and employees before using Solenis products in your facilities.

Table of Properties – Praestol™ Anionic/Nonionic Polymers

I. Anionic/Nonionic Praestol Emulsion Polymers (milky disperse liquid)

PRAESTOL POLYMER GRADE	ANIONIC CHARGE	ACTIVE CONTENT	DENSITY (GR/ML)	PRODUCT VISCOSITY (CP)	SOLUTION VISCOSITY 0.5% IN DIST. WATER (1) (CP)	SOLUTION VISCOSITY 0.5% in 10% NaCl-Brine (2) (CP)	FREEZING POINT (°C)	EFFECTIVE pH RANGE
N3100LTR	Nonionic	27%	1.03	<3000	>300	>300	-15	0-13
A3010LTR	Low	30%	1.04	<1700	>6500	>400	-15	1-13
A3025L	Medium	32%	1.07	<4500	>5000	>175	-15	5-13
A3030L	Medium	36%	1.09	<4000	>4000	>160	-15	5-13
A3040L	Medium	31%	1.07	<3100	>8000	>400	-15	6-13
A3040LTR	Medium	31%	1.07	<3100	>7300	>400	-15	6-13
A4040L	Medium	40%	1.10	<3800	>6000	>175	-15	6-13
A3050L	High	40%	1.13	<4000	>10000	>400	-15	6-13
A3095L	High	33%	1.10	<2000	>5000	>40	-15	7-14

(1) Brookfield RVT, No. 2 or 3 @ 5 RPM, referred to active substance

(2) Brookfield RVT, No. 1 or 2 @ 10 RPM, referred to active substance

Operational Hints

1. Avoid use of aluminum and galvanized equipment for polymer solutions.
2. Use clean water, as free as possible from dissolved salts and solid impurities, and as close to neutral pH as can be supplied, for solution preparation.
3. Use metering pumps of the positive displacement or gear type for feeding polymer solutions. Avoid centrifugal pumps.
4. Avoid the use of natural or buna-n rubber in contact with neat emulsion polymer.
5. Avoid high speed mixing for the neat product and solution. Propeller mixers should run less than 600 RPM and turbine mixers less than 60 RPM.

II. Anionic/Nonionic Praestol Granular Polymers (solid grades)

PRAESTOL POLYMER GRADE	CATIONIC CHARGE	BULK DENSITY (LB S/FT 3)	SOLUTION VISCOSITY % IN DIST. WATER (1) CP	SOLUTION VISCOSITY 1 % in 10% NaCL -BRINE (2)	EFFECTIVE pH RANGE
2500/2500TR	Nonionic	41	>200	>140/>60 (TR)	0-13
2510	Low	43	>300	>140	5-13
2515/2515TR	Low	42	>2000	>180	5-12
2520	Low Medium	43	>3500	>180	6-13
2525	Low Medium	43	3000	200	5-13
2530/2530TR	Medium	43	>5000	>200	6-13
2540/2540TR	Medium	44	>4500	>200	6-13
2640	Medium	43	>4000	>200	6-13

Packaging-All solid grade polymer are supplied in poly-lined multi-walled bags net weight 50 lbs. (23 kg.) or polypropylene big bags net weight 1379 lbs. (625 kg.). Pallets are 25 bags (1250 lbs. net). All emulsion grade polymers are supplied in 55-gallon steel drums net weight 450 lbs. or 275-gallon semi-bulk containers net weight 2290 lbs. TR grades are NSF-approved products for use in potable water applications.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, April 18, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?TradeName=Praestol&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Solenis LLC

500 Hercules Road

Wilmington, DE 19808

United States

302-594-5000

Visit this company's website (<http://www.solenis.com>).

Facility : # 4 USA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol 186K Polymer	Coagulation & Flocculation	50mg/L
Praestol 186KH Polymer	Coagulation & Flocculation	50mg/L
Praestol 187K Polymer	Coagulation & Flocculation	25mg/L

Polyamines[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol 188K Polymer	Coagulation & Flocculation	10mg/L
Praestol 189K Polymer	Coagulation & Flocculation	10mg/L
Praestol 193K Polymer	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Solenis LLC

500 Hercules Road
Wilmington, DE 19808
United States

302-594-5000

Visit this company's website (<http://www.solenis.com>)

Facility : Hickory, NC

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
PRAESTOL 2240	Coagulation & Flocculation	1mg/L
PRAESTOL 2500 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 2515 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 2530 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 2540 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 650 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 851 TR	Coagulation & Flocculation	1mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Houston, TX

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol K2001	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol K2004	Coagulation & Flocculation	200mg/L
Praestol K2005A	Coagulation & Flocculation	25mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Solenis LLC

500 Hercules Road

Wilmington, DE 19808

United States

302-594-5000

Visit this company's website (<http://www.solenis.com>).

Facility : Greensboro, NC

Polyacrylamide [PC]

Trade Designation

PRAESTOL 2500 TR

PRAESTOL 2515 TR

PRAESTOL 2530 TR

PRAESTOL 2540 TR

PRAESTOL 650 TR

PRAESTOL 851 TR

PRAESTOL A 3025 LA

PRAESTOL A3010 LTR

PRAESTOL A3040 LTR

PRAESTOL A3040 LTR[1] [2] [3]

PRAESTOL K110LTR

PRAESTOL N3100 LTR

Praestol A3040LAD[1] [2] [3]

Praestol K 111 L

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Drilling Fluid

Coagulation & Flocculation

Coagulation & Flocculation

Drilling Fluid

Coagulation & Flocculation

Max Use

1mg/L

1mg/L

1mg/L

1mg/L

1mg/L

1mg/L

1mg/L

1 mg/L

2 mg/L

NA

1 mg/L

1 mg/L

NA

1mg/L

[1] These products should not be used in constructing wells in highly porous formations such as cavernous limestone.

[2] These products are designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed in service.

[3] Certification of these products is based on a well drilling model with the following assumptions:

The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level. The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of

6.1 meter depth (20 ft.) and 25% porosity. The bore hole is 61 meters (200 ft.) in total depth, the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm (10 in.) in diameter. The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing, the screen and the bore hole annulars around the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Krefeld, Germany

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol 187 K-EU	Coagulation & Flocculation	17mg/L

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
PRAESTOL 2500 TR	Coagulation & Flocculation	1mg/L
PRAESTOL 2515 TR	Coagulation & Flocculation	1 mg/L
PRAESTOL 2530 TR	Coagulation & Flocculation	1 mg/L
PRAESTOL 2540 TR	Coagulation & Flocculation	1 mg/L
PRAESTOL 650 TR	Coagulation & Flocculation	1 mg/L
PRAESTOL 851 TR	Coagulation & Flocculation	1 mg/L
Praestol 2240	Coagulation & Flocculation	1mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Perm, Russia

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol 650 TR	Coagulation & Flocculation	1mg/L
Praestol 851 TR	Coagulation & Flocculation	1mg/L
Praestol 2500 TR	Coagulation & Flocculation	1mg/L
Praestol 2515 TR	Coagulation & Flocculation	1mg/L
Praestol 2530 TR	Coagulation & Flocculation	1mg/L
Praestol 2540 TR	Coagulation & Flocculation	1mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Solenis LLC

500 Hercules Road
Wilmington, DE 19808
United States

302-594-5000

[Visit this company's website \(http://www.solenis.com\)](http://www.solenis.com)

Facility : Helsingborg, Sweden

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Praestol 187 K-EU	Coagulation & Flocculation	17mg/L

Water Guard, Inc.

1903 Herring Avenue
P.O. Box 2226
Wilson, NC 27893
United States
252-237-5205

Facility : Wilson, NC

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
WATER GUARD PRAESTOL™ N3100 LTR	Coagulation & Flocculation	1mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 5

Number of matching Products is 46



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

Detail by Entity Name

Foreign Limited Liability Company

SOLENIS LLC

Filing Information

Document Number M14000003739
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Principal Address

3 Beaver Valley Road
Suite 500
WILMINGTON, DE 19803

Changed: 04/27/2015

Mailing Address

3 Beaver Valley Road
Suite 500
WILMINGTON, DE 19803

Changed: 05/20/2016

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

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WILMINGTON, DE 19803

Title Manager

Scheible, David
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Title Manager

Shapiro, Stephen
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Title CFO

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Title VP

Clifford, Fernanda
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Title VP

Connors, Edward
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Title VP

Naughton, John
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Title VP

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Title VP

Wood, Timothy
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Title VP

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Title Comptroller

Oswald, Richard
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Annual Reports

Report Year	Filed Date
2016	05/20/2016
2017	07/05/2017
2018	05/10/2018

Document Images

05/10/2018 -- ANNUAL REPORT	View image in PDF format
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05/20/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
07/11/2014 -- CORLCSTCOR	View image in PDF format
05/30/2014 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



CITY OF PORT ORANGE

ADDENDUM NO. # 1

ITB 19-05
April 15, 2019

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

PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 25, 2019 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:

We have uploaded incorrectly the wrong document for ITB 19-05 PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL
Correct document has been uploaded as of 3/25/2019

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1. The Specification states 20,000 gallons per year. The pricing page has a line item for Sodium Bisulfite for 20,000 gallons and another for 60,000 gallons. Can you clear up this discrepancy?

Answer: The estimate is for 20,000 annually, disregard the 60,000.

Question 2. What is the term of the contract? For example, one year with two one-year renewals?

Answer: This information is inside the ITB section 6.

Question 3. One last question, I see you require a lift gate for the totes. Do you have a forklift on site?

Answer: Yes, we have a forklift. Per Section 3 Scope of Work "Delivery must be made by a lift gate truck and in returnable plastic totes weighing approximately 2600 pounds per tote."

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-05 remains unchanged.

END OF ADDENDUM NO. #1

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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: **Thatcher Chemical of Florida, Inc.**

Name of Business

Authorized Signature

Joseph Sorensen

April 17, 2019

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):
See Attachment No. 1, Page 47A.

Thatcher Chemical of Florida, Inc.

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Joseph Sorensen, Corporate Counsel

NAME, TITLE, TYPED

26-1375349

FEDERAL IDENTIFICATION #

P. O. Box 27407

MAILING ADDRESS

Salt Lake City, UT 84127-0407

CITY, STATE & ZIP CODE

(386) 490-1638 / (386) 490-1641

TELEPHONE NUMBER / FAX NUMBER

mike.jackson@tchem.com;

wendy.richmond@tchem.com

E-MAIL ADDRESS

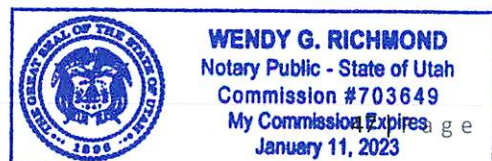
STATE OF UTAH COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this day of April 17, 2019 by Joseph Sorensen, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: January 11, 2023

Wendy G. Richmond
Notary Public Wendy G. Richmond

This document must be completed and returned with your Submittal



Attachment No. 1

April 17, 2019

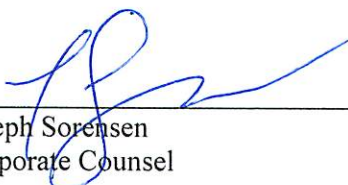
RE: City of Port Orange, Florida – Invitation to Bid, Chemicals for Water and Wastewater Plant Operations, ITB #19-05

To David Van Valkenburgh,

Thatcher Chemical of Florida, Inc. (“Thatcher”) takes exception to the language found in the ITB #19-05, Section 5 – General Terms and Conditions, Sub-Section 47 (Indemnification,) and suggests the following alternative language, as indicated below, to be included as Special Conditions to Thatcher’s Bid Submission:

- i. 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 negligent 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.

Cordially,



Joseph Sorensen
Corporate Counsel

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: 4/15/19 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.”

Thatcher Chemical of Florida, Inc. _____

Name of Business

By: _____

Printed Name: Joseph Sorensen _____

Title: Corporate Counsel _____

STATE OF UTAH
COUNTY OF SALT LAKE

Sworn to (or affirmed) and subscribed before me this 17th day of April, 2019, by
Joseph Sorensen, as Corporate Counsel of
Thatcher Chemical of Florida, Inc. and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

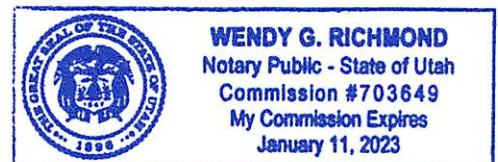
☒ is personally known to me; or

☐ has produced _____ as identification.

Wendy G. Richmond
Notary Public, State of Utah

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.

Thatcher Chemical of Florida, Inc.

Name of Business

By: [Signature]

Printed Name: Joseph Sorensen

Title: Corporate Counsel

STATE OF UTAH

COUNTY OF SALT LAKE

Sworn to (or affirmed) and subscribed before me this 17th day of April, 20 19, by Joseph Sorensen, as Corporate Counsel of

(NAME)

(TITLE)

Thatcher Chemical of Florida, 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

Wendy G. Richmond

Notary Public, State of Utah

Printed, typed or stamped name, commission and expiration:



WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

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 Joseph Sorensen, who, being by me first duly sworn, made the following statement:

1. The business address of Thatcher Chemical of Florida, Inc. (name of Offeror or business) is 245 Hazen Road, Deland, FL 32720-3967.
2. My relationship to Thatcher Chemical of Florida, Inc. (name of Offeror or business) is Corporate Counsel (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.)~~

Thatcher Chemical of Florida, Inc.

Name of Business

By: [Signature]

Printed Name: Joseph Sorensen

Title: Corporate Counsel

STATE OF UTAH

COUNTY OF SALT LAKE

Sworn to (or affirmed) and subscribed before me this 17th day of April, 2019, by Joseph Sorensen, as Corporate Counsel of Thatcher Chemical of Florida, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]

Notary Public, State of Utah

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023

ANTI-COLLUSION STATEMENT BID FORM:

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

NO BID (REASON): _____

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 7.7 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.
Thatcher Chemical of Florida, Inc.
- B. Permanent main office address.
245 Hazen Road, Deland, FL 32720-3967
- C. Date organized.
June 2007
- D. If a corporation, where incorporated.
Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
12
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See Page 54.
- G. General character of work performed by your company.
Manufacture and distribution of chemicals.
- 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 Page 54.
- K. List your major equipment currently owned or leased.
See Page 52A.
- L. Experience in work similar to this type of project.
See Page 54.
- M. Background and experience of the principal members of your organization, including the officers.
See attached resumes for Craig N. Thatcher and Michael Jackson.
- N. Credit currently available: \$ N/A
- O. Give bank reference: Wells Fargo Bank; Stephen A. Hansen / stephen.a.hansen@wellsfargo.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, CONTINUED

K. List your major equipment currently owned or leased.

- XLPE mix tanks
- Stainless steel mix tanks
- Stainless steel reactors (with heating/cooling capability)
- Fiberglass reactors
- Steel, fiberglass and poly storage tanks
- Centrifugal, PD and AODD pumps
- Heat exchangers
- Filter presses
- Cranes
- Floor and truck scales
- Boilers
- Cooling towers
- Etc.

All equipment is owned. Nothing is leased.

(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.

Thatcher Chemical of Florida, Inc.

Name of Business

By: 

Printed Name: Joseph Sorensen

Title: Corporate Counsel

STATE OF UTAH

COUNTY OF SALT LAKE

Sworn to (or affirmed) and subscribed before me this 17th day of April, 2019, by
Joseph Sorensen, as Corporate Counsel
of Thatcher Chemical of Florida, Inc. and who:

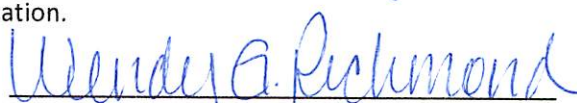
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



WENDY G. RICHMOND
Notary Public - State of Utah
Commission #703649
My Commission Expires
January 11, 2023



Notary Public, State of Utah

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

CRAIG N. THATCHER

245 Hazen Road
Deland, FL 32720-3967

EDUCATION

Highland High School Salt Lake City, Utah Graduated 1970
University of Utah Salt Lake City, Utah B.A. Chemistry 1974
Northwestern University Kellogg Graduate School of Management
M.B.A. Marketing 1976

WORK EXPERIENCE

Thatcher Company, Inc. Salt Lake City, Utah 1976 to present
During my career at Thatcher Company, Inc. I have worked in
all areas of the business and held the following positions:
Sales Representative
Transportation Manager
Operations Manager
Purchasing Manager
Sales Manager
President and Chief Operating Officer
Thatcher Chemical Company Salt Lake City, Utah 1967 to 1976
Plant worker and truck driver

HONORS

Eagle Scout Troup 473 Great Salt Lake Council BSA 1968
High School Honor Society 1970
University of Utah Dean's List

SPECIAL INTERESTS

Hobbies include golf, swimming, skiing, hiking, reading and world
travel
Past member of the Holladay Community Council
Assistant Scout Master Troup 531

Michael E. Jackson

~ Lakeland, Florida ~

863-944-6366

mikejackson@tampabay.rr.com

<https://www.linkedin.com/in/mike-jackson-85874210/>

Sales | Business Development | Sales Manager | Key Account Manager

An accomplished chemical sales professional and sales manager experienced in sales, key account management, business development, product development, marketing, and raw materials acquisition. Proven ability to deliver sales growth and manage distribution partners. Gifted with the ability to assimilate difficult technical concepts and apply the knowledge to formulate and communicate solutions to customers in agriculture, IVM/ aquatics, turf, ornamental, food and beverage, chemical production, pharmaceuticals, and manufacturing markets.

Expertise Includes:

- Consultative/ Solution Selling
- Chemical Sales
- Key Account Management
- Sales Management
- Consistently Met Sales Plan
- Strong Relationship Skills
- Contract Negotiation
- Business Development
- Program Development
- Market Share Growth

PROFESSIONAL EXPERIENCE:

Thatcher Chemical Company

Regional Manager

2017- Now

- Manage and coordinate sales efforts with operational and logistical capabilities to deliver exceptional customer service.
- Consult with water treatment customers to improve chemical, operational, and mechanical processes to meet regulatory requirements in a cost effective and efficient manner.
- Develop new business opportunities through a technical problem solving approach.
- Launched new business opportunities in the crop production market municipal water treatment market to deliver explosive Region growth of 103% the first year.

SePRO Corporation

General Manager, National Sales Manager, Regional Sales Manager

2012 - 2017

- Varying roles included responsibility for leading the sales effort for a team selling specialty chemicals to Agriculture, IVM/Aquatics, Turf, Ornamental, and Landscape markets.
- Developed and implemented new distributor programs and pricing strategies designed to enable long term double digit growth.
- 35+% year over year growth in the program's first year with 15% average since implementation.

Harrell's Inc.

Director of Business Development

2006- 2012

- Developed and executed the plan to launch a new business unit. Achieved first year growth of 480% and exceeded budgeted sales by 177%.
- Direct responsibility and success selling to key customers.
- Hired, trained and led the new sales team to exceptional success.
- The leader of marketing and product development activities.

VWR International**Regional Sales Manager, Sales Representative****1998- 2006**

- Responsible for managing profit and loss of a business unit in excess of \$30 million in sales.
- Delivered 12%+ sales and profit growth.
- Negotiated and managed corporate contract relationships with domestic as well as global customers. Also aggressively pursued and developed new business by creating capabilities presentations and proactive contract proposals to competitively held customers.
- Experience designing custom formulated chemical solutions to meet customer needs.
- Successful chemical sales record of 20%+ growth to customers in chemical production, electronics, pharmaceuticals, food and beverage, and agrichemicals.

NALCO Chemical Company**District Sales Representative-****1996-1998**

- Serviced manufacturing customers in the textile, wood products, food, consumer products, municipal and chemical industries.
- Provided consulting services to existing customers focused on measurable customer profit and productivity improvements. Proposed ROI projects in excess of \$700k.
- Pursued new business opportunities by building relationships with key people, analyzing current business conditions, finding competitive advantages, and proposing detailed solutions that focused on delivering the customer an irresistible chance to improve their manufacturing processes.
- Appointed District TRASAR Champion with responsibility to energizing sales of this cutting edge technology, conduct sales training, and conduct customer seminars.

Curtin Matheson Scientific**Sales Representative****1989-1996****Pembroke Laboratory, Inc****Inorganics Laboratory Supervisor****1986-1989**

MILITARY SERVICE:**United States Army Reserve****Captain****1985-1992**

EDUCATION:**Carson-Newman College****Bachelor of Arts- Biology/ Pre-Med****ROTC Scholarship****Jefferson City, TN**

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, FL
Contact Person: David Winkler
City, State: Clearwater, FL
Telephone Number: (727) 518-3057
Email Address: dwinkler@largo.com
Description of goods or
Services provided: Supply and deliver sodium bisulfite.
Contract Amount: _____
Start/End Date of Contract: June 6, 2017 to present
2. Company Name: City of Tarpon Springs, FL
Contact Person: Rob Marcincuk
City, State: Tarpon Springs, FL
Telephone Number: (727) 942-5616
Email Address: rmarcincuk@ci.tarpon-springs.fl.us
Description of goods or
Services provided: Supply and deliver sodium bisulfite.
Contract Amount: _____
Start/End Date of Contract: September 19, 2017 to present
3. Company Name: Lee County, FL
Contact Person: Robin Dennard
City, State: Ft. Myers, FL
Telephone Number: (239) 321-7570
Email Address: jgiese@cityftmyers.com
Description of goods or
Services provided: Supply and deliver sodium bisulfite.
Contract Amount: _____
Start/End Date of Contract: May 13, 2014 to present

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 19-05BUSINESS NAME: Thatcher Chemical of Florida, Inc.CONTACT PERSON/TITLE: Mike Jackson, Account ManagerMAILING ADDRESS: 245 Hazen RoadCITY-STATE-ZIP: Deland, FL 32720-3967Length of Time at Address Provided: 12 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): 26-1375349BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: (386) 490-1638 FAX: (386) 490-1641

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 Joseph Sorensen who, after being sworn according to law, stated that he or she was authorized to represent Thatcher Chemical of Florida, 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

Wendy G. Richmond

SIGNATURE OF NOTARY PUBLIC

THIS 17th DAY OF April, 2019

My Commission Expires: _____

JS Apr. 17, 2019
SIGNATURE OF AFFIANT DATE

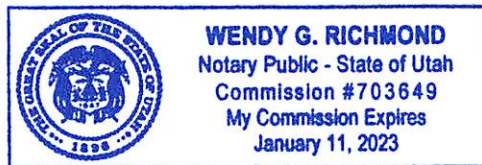
Joseph Sorensen, Corporate Counsel

PRINTED NAME OF AFFIANT / TITLE

Thatcher Chemical of Florida, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

2018/ 2019

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Volusia County
FLORIDA

Account # 200906030001 Expires: September 30, 2019
Business Location: 245 HAZEN RD

Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address: P O BOX 27407
SALT LAKE CITY, UT 84127

BUSINESS TYPE	CODE	COUNT	TAX
Manufacturing	391	5	\$30.00
Hazardous Waste Fee	820		\$38.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/10/2018
RECEIPT #: WWW-17-00028844
TOTAL TAX: 68.00
PENALTY: 0.00
TOTAL PAID: 68.00



Business Name: THATCHER CHEMICAL OF FLORIDA
Owner Name: THATCHER CHEMICAL OF FLORIDA
Mailing Address: P O BOX 27407
SALT LAKE CITY, UT 84127



Account # 200906030001 Expires: September 30, 2019
Business Location: 245 HAZEN RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

**BID FORM
CITY OF PORT ORANGE**

ITB # 19-05

**Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**

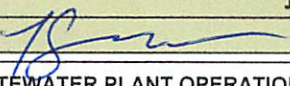
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

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:		Thatcher Chemical of Florida, Inc.				
CONTACT PERSON:		Michael Jackson				
EMAIL ADDRESS:		mike.jackson@tchem.com				
AUTHORIZED NAME:		Joseph Sorensen				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL		\$0.00	N/A
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$2.37	\$47,334.00	5
4	LIQUID SODIUM BISULFITE	60,000	GAL		\$0.00	N/A
				TOTAL BASE BID	\$47,334.00	
DESCRIPTION						
Shall warranty the above materials and labor for:						

[Florida Department of State](#)

DIVISION OF CORPORATIONS

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

Detail by Entity Name

Florida Profit Corporation

THATCHER CHEMICAL OF FLORIDA, INC.

Filing Information

Document Number	P07000116033
FEI/EIN Number	26-1375349
Date Filed	10/23/2007
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	02/25/2009
Event Effective Date	NONE

Principal Address

1905 FORTUNE ROAD
SALT LAKE CITY, UT 84104

Changed: 02/25/2009

Mailing Address

PO BOX 27407
SALT LAKE CITY, UT 84127-0407

Changed: 02/25/2009

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/18/2013

Address Changed: 04/18/2013

Officer/Director Detail

Name & Address

Title President

THATCHER, CRAIG N
5880 HOLLADAY BOULEVARD
SALT LAKE CITY, UT 84121

Title Secretary

BARLOW, DIANE T
2949 DEVONSHIRE DRIVE
SALT LAKE CITY, UT 84108

Annual Reports

Report Year	Filed Date
2016	01/27/2016
2017	01/11/2017
2018	01/15/2018

Document Images

01/15/2018 – ANNUAL REPORT	View image in PDF format
01/11/2017 – ANNUAL REPORT	View image in PDF format
01/27/2016 – ANNUAL REPORT	View image in PDF format
03/09/2015 – ANNUAL REPORT	View image in PDF format
01/17/2014 – ANNUAL REPORT	View image in PDF format
02/11/2013 – ANNUAL REPORT	View image in PDF format
03/02/2012 – ANNUAL REPORT	View image in PDF format
04/08/2011 – ANNUAL REPORT	View image in PDF format
04/29/2010 – ANNUAL REPORT	View image in PDF format
02/25/2009 – CORAPREIWP	View image in PDF format
10/23/2007 – Domestic Profit	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that THATCHER CHEMICAL OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on October 23, 2007.

The document number of this corporation is P07000116033.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 18, 2019, 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 Eighteenth day of January,
2019*



M. J. [Signature]
Secretary of State

Tracking Number: 8506040751CC

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

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

LITIGATION HISTORY

Thatcher Chemical of Florida, Inc. does not have any "material" cases filed, pending, or resolved during the last five (5) years.

DEBARMENT HISTORY

Thatcher Chemical of Florida, Inc. does not have any cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years.

THATCHER CHEMICAL OF FLORIDA, INC.
245 Hazen Road, Deland, FL 32720-3967



Phone (386) 490-1638
Fax (386) 490-1641

MAILING ADDRESSES

Contracts & Agreements:

Craig N. Thatcher, President
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Requests for Bids, Quotations, Certificate of Insurance:

Wendy Richmond
Thatcher Chemical of Florida, Inc.
P. O. Box 27407
Salt Lake City, UT 84127-0407
wendy.richmond@tchem.com

Payments:

Thatcher Chemical of Florida, Inc.
P.O. Box 27407
Salt Lake City, UT 84127-0407

Order Placement:

Sherry Todd
Thatcher Chemical of Florida, Inc.
245 Hazen Road
Deland, FL 32720-3967
sherry.todd@tchem.com

Bid Tabulation:

mike.jackson@tchem.com
wendy.richmond@tchem.com

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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

Brenntag Hld. South Inc.
Name of Business

Ray [Signature]
Authorized Signature

April 18, 2019
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):

Brenntag Mid-South Inc
NAME OF BUSINESS

Ray Sibbitt
AUTHORIZED SIGNATURE

Ray Sibbitt - District Manager
NAME, TITLE, TYPED

101-0504545
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Orange

250 Central Fl. Parkway
MAILING ADDRESS

Orlando Fl. 32824
CITY, STATE & ZIP CODE

800-876-1727 x 3213
TELEPHONE NUMBER / FAX NUMBER

Subach@brenntag.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of April 18, 2019 by Ray Sibbitt, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: Sept. 11, 2022

Stephanie Ubach
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: 4/15/19 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."

Brenntag Mid-South Inc

Name of Business

By: Ray Sibbitt

Printed Name: Ray Sibbitt

Title: District Manager

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 18 day of April, 2019, by
Ray Sibbitt (NAME) as District Manager (TITLE) of
Brenntag Mid-South Inc (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Stephanie Ubach

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.

Brenntag Mid-South Inc
Name of Business
By: Ray Sibbitt
Printed Name: Ray Sibbitt
Title: District Manager

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 18 day of April, 2019, by
Ray Sibbitt (NAME), as District Manager (TITLE) of
Brenntag Mid-South Inc (NAME OF ORGANIZATION) and who:

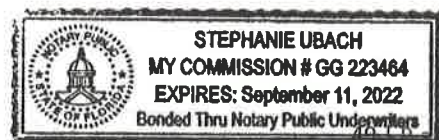
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Stephanie Ubach
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 Ray Sibbitt who, being by me first duly sworn, made the following statement:

1. The business address of Brenntag Mid-South Inc (name of Offeror or business) is 250 Central Fl. Parkway Orlando Fl. 32824.
2. My relationship to Brenntag Mid-South Inc (name of Offeror or business) is District Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is Ray Sibbitt. 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.)

Brenntag Mid-South Inc
Name of Business

By: Ray Sibbitt

Printed Name: Ray Sibbitt

Title: District Manager

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 18 day of April, 2019 by Ray Sibbitt as District Manager of Brenntag Mid-South Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Stephanie Ubach
Notary Public, State of Florida
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: Brenntag Mid-South Inc

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

PRINTED SIGNATURE: Ray Sibbitt

TITLE: District Manager

ADDRESS: 250 Central Florida Parkway Orlando

CITY: Florida STATE: Florida ZIP CODE: 32824

TELEPHONE: 800-876-1727 FAX: x3213

COMPLETION TIME: April 18, 2019

F.E.I.N. NUMBER: 61-0504545

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 7.7 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. Brenntag Mid-South Inc
- B. Permanent main office address. 250 Central Fl. Parkway Orlando Fl. 32824
- C. Date organized. 1947
- D. If a corporation, where incorporated. Kentucky
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 75+
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) 75 Customers on Contract for similar work in Florida district.
- G. General character of work performed by your company. Manufacturer & Distributor of various Chemicals
- 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. No public bids - will disclose privately if needed.
- K. List your major equipment currently owned or leased. Property, tanks, Fleet
- L. Experience in work similar to this type of project. yes
- M. Background and experience of the principal members of your organization, including the officers. www.brenntaginvestors.com
- N. Credit currently available: \$ X
- O. Give bank reference: PNC - Attached
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? NO - public information online

(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.

Brenntag Mid-South Inc
Name of Business
By: [Signature]
Printed Name: Ray Sibbitt
Title: District Manager

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 18 day of April, 2019, by
Ray Sibbitt, as District Manager
of Brenntag Mid-South Inc 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 7.8 – 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 Pt. St. Lucie
Contact Person: Daniel Burdett
City, State: Pt. St. Lucie, Florida
Telephone Number: 772.873.6474
Email Address: dburdett@cityofpsl.com
Description of goods or
Services provided: Bulk Caustic, Chlorine,
Contract Amount: \$500 K +
Start/End Date of Contract: 2016 - ongoing
2. Company Name: Tampa Bay Water + 7 Co.Ops
Contact Person: Stacy Gundry
City, State: Tampa, Florida
Telephone Number: 727.669.4825
Email Address: sgundry@tampabaywater.org
Description of goods or
Services provided: Bulk Caustic
Contract Amount: \$9 m +
Start/End Date of Contract: 2016-2020
3. Company Name: Seminole Electric
Contact Person: Sarah Howard
City, State: Tampa Florida
Telephone Number: 813.963.0994 x 1452
Email Address: showard@seminole-electric.com
Description of goods or
Services provided: Bulk Sodium Bisulfite
Contract Amount: \$50 K +
Start/End Date of Contract: 2019-2021

This document must be completed and returned with your Submittal.

N/A

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 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 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Stephanie Ubach

SIGNATURE OF NOTARY PUBLIC

THIS 18 DAY OF April, 2019

My Commission Expires: _____

Ray Sibbitt April 18, 2019

SIGNATURE OF AFFIANT

DATE

Ray Sibbitt - District Manager

PRINTED NAME OF AFFIANT / TITLE

Brenntag Mid-South Inc

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

**BID FORM
CITY OF PORT ORANGE**

ITB # 19-05

**Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**

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:		Brenntag Mid-South Inc				
CONTACT PERSON:		Stephanie Ubach				
EMAIL ADDRESS:		subach@brenntag.com				
AUTHORIZED NAME:		Ray Sibbitt				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	\$0.00	\$0.00	
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$1.88	\$37,600.00	3
4	LIQUID SODIUM BISULFITE	60,000	GAL	\$1.88	\$112,800.00	
				TOTAL BASE BID	\$150,400.00	
DESCRIPTION						
Shall warranty the above materials and labor for:				1 year		

MEMORANDUM

TO: To Whom It May Concern

FROM: Corey L. Roberts

DATE: February 20, 2019

SUBJECT: Authority to Sign

This is to advise that Ray Sibbitt in his capacity of District Manager has authority to sign bid documents on behalf of Brenntag Mid-South, Inc.



Corey L. Roberts
Vice President Operations

State of Kentucky
County of Henderson... SST

Subscribed and sworn to before me by Corey L. Roberts, personally known to me, on this the 21st day of February 2019.



Sandra L. Littrell, Notary Public
My Commission Expires: 1/22/22

1. Identification

Product identifier SODIUM BISULFITE 40%
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Skin corrosion/irritation Category 2
Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Causes skin irritation. Causes serious eye damage.
Precautionary statement
Prevention Wash thoroughly after handling. Wear eye protection/face protection. Wear protective gloves.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin: Wash with plenty of water. 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/doctor. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.
Storage Store away from incompatible materials.
Disposal Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information 40% of the mixture consists of component(s) of unknown acute dermal toxicity. 60% of the mixture consists of component(s) of unknown acute inhalation toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
SULFUROUS ACID, SODIUM SALT (1:1)		7631-90-5	40
Other components below reportable levels			60

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs; Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Do not get this material in contact with eyes. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Components	Type	Value
SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)	TWA	5 mg/m ³

US. NIOSH: Pocket Guide to Chemical Hazards**Components****Type****Value**SULFUROUS ACID,
SODIUM SALT (1:1) (CAS
7631-90-5)

TWA

5 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station. Eye wash fountain and emergency showers are recommended.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection

Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance****Physical state**

Liquid.

Form

Liquid.

Color

CLEAR TO HAZY YELLOW

Odor

PUNGENT SULFUR DIOXIDE

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

45 °F (7.22 °C)

Initial boiling point and boiling range

212 °F (100 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits**Flammability limit - lower (%)**

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

Not available.

Vapor density

Not available.

Relative density

Not available.

Solubility(ies)**Solubility (water)**

Not available.

Partition coefficient (n-octanol/water)

Not available.

Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.16 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	60 % estimated
Specific gravity	1.34

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Causes skin irritation.
Eye contact	Causes serious eye damage.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Skin irritation. May cause redness and pain.
--	---

Information on toxicological effects

Acute toxicity	Not known.
----------------	------------

Components	Species	Test Results
------------	---------	--------------

SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)

Acute

Oral

LD50	Rat	2 g/kg
------	-----	--------

Skin corrosion/irritation	Causes skin irritation.
---------------------------	-------------------------

Serious eye damage/eye irritation	Causes serious eye damage.
-----------------------------------	----------------------------

Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
------------------------	--

Carcinogenicity	Not classifiable as to carcinogenicity to humans.
-----------------	---

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
-----------------------	--

Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 240 mg/l, 96 hours
Persistence and degradability	No data is available on the degradability of this product.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	
UN number	UN2693
UN proper shipping name	BISULFITES, AQUEOUS SOLUTIONS, N.O.S.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	154
Transport information on packaging may be different from that listed. Transportation information on packaging may be different from that listed.	

DOT



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

SULFUROUS ACID, SODIUM SALT (1:1) (CAS 7631-90-5) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

Yes

Classified hazard categories

Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Toxic Chemical Substances (TCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-27-2015

Material name: SODIUM BISULFITE 40%

731250 Version #: 19 Revision date: 04-04-2019 Issue date: 03-27-2015

SDS US

6 / 7

Revision date

04-04-2019

Version #

19

HMS® ratings

Health: 3

Flammability: 0

Physical hazard: 0

NFPA ratings

Health: 3

Flammability: 0

Instability: 0

Disclaimer

While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

3128 BULK PLANT 2018 EXPIRES 9/30/2019 3128-0970290
 \$70.00 33 EMPLOYEES : 5000 BUSINESS OFFICE \$30.00 10 EMPLOYEES :

TOTAL TAX \$100.00
 REGULATED WASTE \$50.00
 PREVIOUSLY PAID \$150.00
 TOTAL DUE \$0.00

CAVINS J C VP & CFO

BRENNTAG MID SOUTH INC
 P O BOX 20
 HENDERSON KY 42419-0020

250 CENTRAL FLORIDA PY
 U - ORLANDO, 32824

PAID: \$150.00 0099-00833451 7/13/2018

Tax Collector Scott Randolph**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.

3128 BULK PLANT 2018 EXPIRES 9/30/2019 3128-0970290
 \$70.00 33 EMPLOYEES : 5000 BUSINESS OFFICE \$30.00 10 EMPLOYEES :

TOTAL TAX \$100.00
 REGULATED WASTE \$50.00
 PREVIOUSLY PAID \$150.00
 TOTAL DUE \$0.00



CAVINS J C VP & CFO

BRENNTAG MID SOUTH INC
 P O BOX 20
 HENDERSON KY 42419-0020

250 CENTRAL FLORIDA PY
 U - ORLANDO, 32824

PAID: \$150.00 0099-00833451 7/13/2018

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

BRENNTAG MID-SOUTH, INC
1405 HIGHWAY 136 WEST
PO BOX 20
HENDERSON, KY 42419-0020
PH: (270) 830 - 1200

General Information:

Federal ID Number: 61-0504545
DUNS Number: 12-262-5064

Preferred Remittance Email:

Remittance: mid-south.accountremittance@brenntag.com

ACH/Wire Payment Information:

Bank Name: PNC BANK
Address: 4100 West 150th Street
Cleveland, OH 44135

Contact: ACH Operations
Phone: (800) 622-0311
Fax: (216) 251-1672

Depositer Account Name: Brenntag Mid-South, Inc
Account Number: 4212812244
Routing Number: 041000124
Swift Code: PNCCUS33

ACH Format: CTX
Remittance Format: X12820

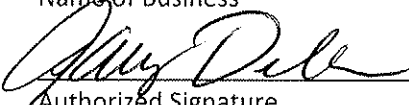
Lockbox Address:

Brenntag Mid-South, Inc
3796 Reliable Parkway
Chicago, IL 60686-3007

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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Harcros Chemicals Inc
Name of Business

Authorized Signature
April 12, 2019
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):

Harcros Chemicals Inc

NAME OF BUSINESS

Gary Delk

AUTHORIZED SIGNATURE

Gary Delk, Regional Mgr

NAME, TITLE, TYPED

43-1935062

FEDERAL IDENTIFICATION #

5132 Trenton Street

MAILING ADDRESS

Tampa, FL 33619

CITY, STATE & ZIP CODE

813-247-4531 / 813-247-7917

TELEPHONE NUMBER / FAX NUMBER

floridabids@harcros.com

E-MAIL ADDRESS

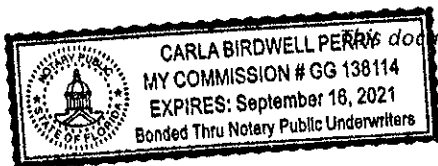
STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this day of April 12, 2019 by Gary Delk, who is personally known to me ~~or who has produced an identification and~~ who did take an oath.

My Commission Expires:

Carla Birdwell Perry

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 # N/A 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."

Harcros Chemicals Inc

Name of Business

By: Cary Deek

Printed Name: Cary Deek

Title: Regional manager

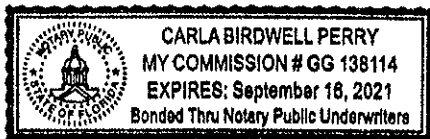
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me this 12th day of April, 2019 by
Cary Deek as Regional Manager of
Harcros Chemicals Inc and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Carla Birdwell Perry
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.

Harcros Chemicals Inc
Name of Business
By: [Signature]
Printed Name: Gary Del
Title: Regional Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

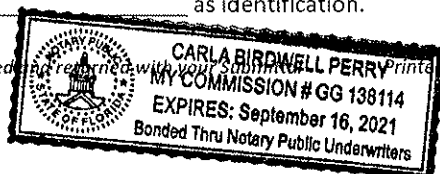
Sworn to (or affirmed) and subscribed before me this 12th day of April, 2019, by
Gary Del as Regional Manager of
Harcros Chemicals Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed



Carla Birdwell Perry
Notary Public, State of Florida
typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

1. The business address of Harcros Chemicals Inc (name of Offeror or business) is 5132 Trenton Street, Tampa, FL 33619.
2. My relationship to Harcros Chemicals Inc (name of Offeror or business) is Regional Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Harcros Chemicals Inc
Name of Business
By: Gary Deek
Printed Name: Gary Deek
Title: Regional Manager

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 12th day of April, 2019 by Gary Deek, as Regional Manager of Harcros Chemicals 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 submission. Printed, typed or stamped name, commission and expiration:

Carla Birdwell Perry
Notary Public, State of Florida

FORM 7.6 – ANTI-COLLUSION FORM

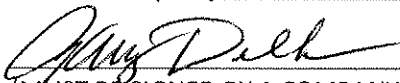
ANTI-COLLUSION STATEMENT BID FORM:

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: Harcros Chemicals Inc

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

PRINTED SIGNATURE: Cary Deuk

TITLE: Regional Manager

ADDRESS: 5132 Trenton Street

CITY: Tampa, FL STATE: FL ZIP CODE: 33619

TELEPHONE: 813 247 4531 / 813 247 7917 FAX:

COMPLETION TIME: April 12, 2019

F.E.I.N. NUMBER: 43-1935062

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. Not Applicable

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 7.7 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. Harcros Chemicals Inc
- B. Permanent main office address. 5132 Trenton Street, Tampa, FL 33619
- C. Date organized. + 100 years
- D. If a corporation, where incorporated. Kansas
- E. How many years have you been engaged in the contracting business under your present firm or trade name? +50
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See references
- G. General character of work performed by your company. Chemical Supply
- 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 reference
- K. List your major equipment currently owned or leased. Property, tanks, trucks, trailers, etc
- L. Experience in work similar to this type of project. See reference
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ Proprietary
- O. Give bank reference: Bank of America
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? TBD

(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.

Harcros Chemicals Inc

Name of Business

By: Gary Dell

Printed Name: Gary Dell

Title: Regional Manager

STATE OF Florida

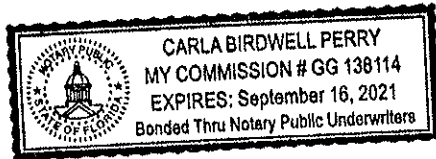
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 12th day of April, 2019, by Gary Dell as Regional Manager of Harcros Chemicals Inc and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.



Carla Birdwell Perry
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: Palm Beach County
Contact Person: Michael Turbeville
City, State: Belle Glade, FL
Telephone Number: 561-493-6175
Email Address: mturbeville@pbcwater.com
Description of goods or
Services provided: Chemical Supply
Contract Amount: + 25,000
Start/End Date of Contract: + 5 years
2. Company Name: Indian River County
Contact Person: Michael Vernon
City, State: Vero Beach, FL
Telephone Number: 772-770-5068
Email Address: mvernon@ircgov.com
Description of goods or
Services provided: Chemical Supply
Contract Amount: + 25,000
Start/End Date of Contract: + 5 years
3. Company Name: Palm Bay Utilities
Contact Person: Bikram Ramjit
City, State: Palm Bay, FL
Telephone Number: 321-952-3458
Email Address: ramjib@pbfe.org
Description of goods or
Services provided: Chemical Supply
Contract Amount: + 25,000
Start/End Date of Contract: + 5 years

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: Harcros Chemicals Inc
CONTACT PERSON/TITLE: Cary Deek, Regional Manager
MAILING ADDRESS: 5132 Trenton Street
CITY-STATE-ZIP: Tampa, FL 33619
Length of Time at Address Provided: + 50 years

Local Distribution

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☒ Local 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: 813-247-4531 FAX: 813-247-7917

EMAIL: floridabids@harcros.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 Cary Deek who, after being sworn according to law, stated that he or she was authorized to represent Harcros Chemicals Inc to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

Carla Birdwell Perry

SIGNATURE OF NOTARY PUBLIC

THIS 1st DAY OF April, 2019

My Commission Expires: 9/16/21

[Signature] 4/12/19

SIGNATURE OF AFFIANT

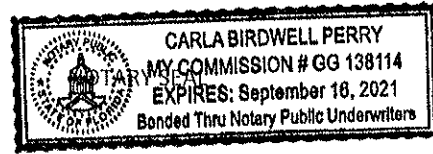
DATE

Cary Deek, Regional Manager

PRINTED NAME OF AFFIANT / TITLE

Harcros Chemicals Inc

COMPANY



This document must be completed and returned with your Submittal

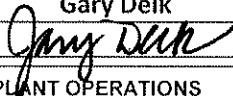
**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM****CITY OF PORT ORANGE****ITB # 19-05****Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

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:		Harcros Chemicals Inc				
CONTACT PERSON:		Gary Delk				
EMAIL ADDRESS:		floridabids@harcros.com				
AUTHORIZED NAME:		Gary Delk				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	NB	\$0.00	NB
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$2.29	\$45,800.00	7-Feb
4	LIQUID SODIUM BISULFITE	60,000	GAL	NB	\$0.00	NB
				TOTAL BASE BID	\$45,800.00	
DESCRIPTION						
Shall warranty the above materials and labor for: YES						



HARCROS

April 10, 2019

City of Port Orange
City Clerk's Office
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

To Whom It May Concern:

Please be advised that Gary Delk is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions with the City of Port Orange, or any of its agencies, departments, employees or agents. This includes the execution of all papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt thereof all purchase orders pertaining to Invitation To Bid # 19-05 for Chemicals for Water and Wastewater Plant Operations.

Sincerely,

Mark Loethen
Vice President and CFO

Employee

5200 Speaker Road | Kansas City, KS 66106 | (913) 321.3131 | www.harcros.com



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

Detail by Entity Name

Foreign Profit Corporation

HARCROS CHEMICALS INC.

Filing Information

Document Number F01000005015
FEI/EIN Number 43-1935062
Date Filed 09/25/2001
State KS
Status ACTIVE
Last Event NAME CHANGE
AMENDMENT
Event Date Filed 03/18/2002
Event Effective Date NONE

Principal Address

5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Mailing Address

5200 Speaker Road
Tax Department
KANSAS CITY, KS 66106

Changed: 02/28/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D

RADFORD, PETER P
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title P/D

MIRNER, KEVIN G

5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title T/S/D

LOETHEN, MARK A
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title D

SAVAGE, PETER J
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title D

Morgan, Martin D
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title D

Hill, W Terry
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Title D

Hamilton, Mark W
5200 SPEAKER ROAD
KANSAS CITY, KS 66106

Annual Reports

Report Year	Filed Date
2017	02/28/2017
2018	02/28/2018
2019	03/19/2019

Document Images

03/19/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2017 -- ANNUAL REPORT	View image in PDF format
02/25/2016 -- ANNUAL REPORT	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
03/02/2012 -- ANNUAL REPORT	View image in PDF format
02/28/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format

02/25/2008 -- ANNUAL REPORT	View image in PDF format
03/07/2007 -- ANNUAL REPORT	View image in PDF format
02/24/2006 -- ANNUAL REPORT	View image in PDF format
02/28/2005 -- ANNUAL REPORT	View image in PDF format
05/10/2004 -- ANNUAL REPORT	View image in PDF format
06/05/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
03/18/2002 -- Name Change	View image in PDF format
09/25/2001 -- Foreign Profit	View image in PDF format

2018 - 2019 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2019

OCC. CODE

190.000035 CHEMICAL MANUFACTURER

19 Employees

ACCOUNT NO.
2612
RENEWAL

Receipt Fee 60.00

Hazardous Waste Surcharge 40.00

Law Library Fee 0.00

BUSINESS HARCROS CHEMICALS CO
5132 TRENTON ST
TAMPA, FL 33619

2018 - 2019

NAME HARCROS CHEMICALS CO
MAILING ATTN TAX DEPT
ADDRESS 5200 SPEAKER RD
KANSAS CITY, KS 66106

Paid 17-0-288811

08/09/2018 100.00

BUSINESS TAX RECEIPT

DOUG BELDEN, TAX COLLECTOR

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/28/2018

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 CA#0H64724 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210 INSURED Harcros Chemicals, Inc. 5200 Speaker Road Kansas City, KS 66106-1048	1-913-982-3650	CONTACT NAME: Raissa Johnson PHONE (A/C, No, Ext): 913-982-3650 E-MAIL: raissa.johnson@imacorp.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INS CO INSURER B: ZURICH AMER INS CO INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 26883 16535
--	----------------	---	---

COVERAGES

CERTIFICATE NUMBER: 54151408

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Bodily Injury & Prop ☒ Dmg Liab Ded: \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		EG14246217	10/01/18	10/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☒ Liab Ded: ☐ SCHEDULED AUTOS NON-OWNED AUTOS		BAP930129217	10/01/18	10/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB DED RETENTION \$		EGU14246218	10/01/18	10/01/19	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC930129317	10/01/18	10/01/19	☒ 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
A	Pollution Legal Liability		EG14246217	10/01/18	10/01/19	Per Claim 1,000,000
A	Addl Pollution Legal Liab Liability (Per Occurrence)		EG14246217	10/01/18	10/01/19	Additional Limit 1,000,000

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

For Verification Purposes Only.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

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

5200 Speaker Road

AUTHORIZED REPRESENTATIVE

Kansas City, KS 66106

USA

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

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54151408



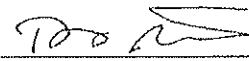
**Certificate of Analysis
For
Sodium Bisulfite Solution**

Customer: **Harcros Chemicals Inc.**
5132 Trenton St.
Tampa, FL 33619

PO Number: 740027553
Bill of Lading: 541837
Lot Number: 902-13-63854
Ship Date: 2/13/2019
Weight 190,512
RC# GATX 63854

	SPECIFICATIONS		
	MIN	MAX	ACTUAL
NaHSO ₃ , % by wt:	38.0	42.0	39.3
Specific Gravity @ 20°C:	1.31	1.38	1.32
pH:	3.8	5.0	4.2

Certified By:

 2-13-19
Copies: Customer File

DB 11/1/16

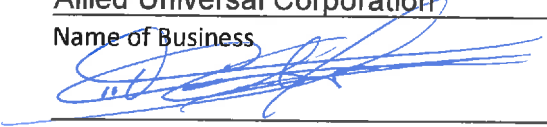


SECTION 7 – REQUIRED FORMS

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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Allied Universal Corporation
Name of Business



Authorized Signature

April 15, 2019
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):

Allied Universal Corporation

NAME OF BUSINESS

3901 NW 115 Ave.

MAILING ADDRESS

[Signature]

AUTHORIZED SIGNATURE

Miami, FL 33178

CITY, STATE & ZIP CODE

Cristhianne Munguia, Bid Coordinator

NAME, TITLE, TYPED

(305) 888-2623

TELEPHONE NUMBER / FAX NUMBER

59 0076285

FEDERAL IDENTIFICATION #

Bids@Allieduniversal.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this day of April 15th, 2019 by Cristhianne Munguia, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 6/22/22

[Signature]
Notary Public



GILDA FAIR
Commission # GG 198125
Expires June 22, 2022
Bonded Thru Budget Notary Services

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: 04/15/2019 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."

Allied Universal Corporation

Name of Business

By: 

Printed Name: Cristhianne Munguia

Title: Bid Coordinator

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me this 15 day of April, 2019, by
Cristhianne Munguia, as Bid Coordinator of

(NAME)

(TITLE)

Allied Universal Corporation

(NAME OF ORGANIZATION)

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



GILDA FAIR
Commission # GG 198125
Expires June 22, 2022
Bonded Time Budget Notary Services

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.

Allied Universal Corporation
Name of Business
By: [Signature]
Printed Name: Cristhianne Munguia
Title: Bid Coordinator

STATE OF Florida
COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me this 15 day of April, 2019, by
Cristhianne Munguia, as Bid Coordinator of
(NAME) (TITLE)

Allied Universal Corporation 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:



GILDA FAIR
Commission # GG 198125
Expires June 22, 2022
Bonded Title Budget Notary Services
49 | Page

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 Cristhianne Munguia, who, being by me first duly sworn, made the following statement:

1. The business address of Allied Universal Corporation (name of Offeror or business) is 3901 NW 115 Ave, Miami, FL 33178.
2. My relationship to Allied Universal Corporation (name of Offeror or business) is Bid Coordinator (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.)~~

Allied Universal Corporation

Name of Business

By: Cristhianne Munguia

Printed Name: Cristhianne Munguia

Title: Bid Coordinator

STATE OF Florida

COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me this 15 day of April, 2019, by Cristhianne Munguia, as Bid Coordinator of Allied Universal Corporation 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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



GILDA FAIR
Commission # GG 198125
Expires June 22, 2022
Bonded Third Budget Notary Services

FORM 7.6 – ANTI-COLLUSION FORM

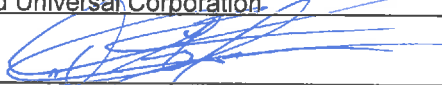
ANTI-COLLUSION STATEMENT BID FORM:

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: Allied Universal Corporation

SIGNED BY: 

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

PRINTED SIGNATURE: Cristhianne Munguia

TITLE: Bid Coordinator

ADDRESS: 3901 NW 115 Ave.

Miami

CITY: FL STATE: FL ZIP CODE: 33178

(305) 888-2623

TELEPHONE: (786) 522-0215 FAX:

COMPLETION TIME: One Year

F.E.I.N. NUMBER: 59 0776285

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 7.7 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.

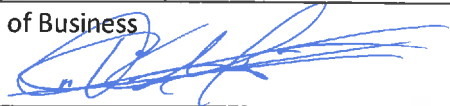
- A. Name of Vendor. Allied Universal Corporation
- B. Permanent main office address. 3901 NW 115 Ave, Miami, FL 33178
- C. Date organized. July 1954
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 65 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
Over 50 million with various entities.
- G. General character of work performed by your company.
Supply or Water and Wastewater treatment chemicals
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
See Attached
- I. Have you ever defaulted on a contract? If so, where and why?
N/A
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
On - going contracts with municipalities in 3 states, supplying water and wastewater treatment chemicals to varios entities in the Southeast
- K. List your major equipment currently owned or leased.
Fleet of tractor / trailers / tankers
- L. Experience in work similar to this type of project.
See Attached
- M. Background and experience of the principal members of your organization, including the officers.
See Attached
- N. Credit currently available: \$ N/A
- O. Give bank reference: Florida Community Bank
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
See Attached

(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.

Allied Universal Corporation

Name of Business

By: 

Printed Name: Cristhianne Munguia

Title: Bid Coordinator

STATE OF Florida

COUNTY OF Miami - Dade

Sworn to (or affirmed) and subscribed before me this 15 day of April, 2019, by
Cristhianne Munguia, as Bid Coordinator
of Allied Universal 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:



GILDA FAIR
Commission # GG 198125
Expires June 22, 2022
Bonded thru Budget Notary Services

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: Macon Water Authority
Contact Person: Kate Kubesheski
City, State: Macon, GA
Telephone Number: 478-464-5680
Email Address: KKUBESHESKI@MACONWATER.ORG
Description of goods or
Services provided: Supply and delivery of Sodium Bisulfite
Contract Amount: Over \$100K
Start/End Date of Contract: 2016 - On going
2. Company Name: City of Valdosta
Contact Person: Greg Brown
City, State: Valdosta, GA
Telephone Number: 229-259-3521
Email Address: GBROWN@VALDOSTACITY.COM
Description of goods or
Services provided: Supply and delivery of Sodium Bisulfite
Contract Amount: Over 50K
Start/End Date of Contract: 2016 - On going
3. Company Name: Tampa Bay Water
Contact Person: Aleix Martorell
City, State: Gibson, FL
Telephone Number: 813-447-9530
Email Address: ALEIX.MARTORELL.CEBRIAN@ACCIONA.COM
Description of goods or
Services provided: Supply and delivery of Sodium Bisulfite
Contract Amount: Over 200K
Start/End Date of Contract: 2016 - On going

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 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 7.10 – 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 COST/FEE PROPOSAL

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE							
ITB # 19-05 CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS 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:		Allied Universal Corporation					
CONTACT PERSON:		Cristhianne Munguia					
EMAIL ADDRESS:		Bids@Allieduniversal.com					
AUTHORIZED NAME:		Cristhianne Munguia					
AUTHORIZED SIGNATURE:							
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS							
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order	
1	ANIONIC POLYMER	1100	GAL	NO BID	\$0.00		
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$1.75/gl	\$35,000.00	2-3 work days	
3	LIQUID SODIUM BISULFITE	20,000	GAL	—	\$0.00		
TOTAL BASE BID					\$35,000.00	\$0.00	
DESCRIPTION							
Shall warranty the above materials and labor for:							

**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM
CITY OF PORT ORANGE****ITB # 19-05****Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**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:		Allied Universal Corporation				
CONTACT PERSON:		Cristhianne Munguia				
EMAIL ADDRESS:		Bids@Allieduniversal.com				
AUTHORIZED NAME:		Cristhianne Munguia				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	NO BID	\$0.00	
2	LIQUID SODIUM BISULFITE	20,000	GAL	\$1.75	\$35,000.00	2-3 WORK DAYS
3	LIQUID SODIUM BISULFITE	60,000	GAL		\$0.00	
				TOTAL BASE BID	\$35,000.00	
DESCRIPTION						
Shall warranty the above materials and labor for:						

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

BUSINESS NAME/LOCATIONALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178**RECEIPT NO.****RENEWAL**
4711819**EXPIRES****SEPTEMBER 30, 2019**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**\$135.00 09/10/2018
FPPU02-18-013389

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



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

Detail by Entity Name

Florida Profit Corporation
ALLIED UNIVERSAL CORP.

Filing Information

Document Number	183054
FEI/EIN Number	59-0776285
Date Filed	01/31/1955
State	FL
Status	ACTIVE
Last Event	NAME CHANGE
AMENDMENT	
Event Date Filed	06/28/1977
Event Effective Date	NONE

Principal Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI, FL 33178

Changed: 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI, FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115 AVENUE

MIAMI, FL 33178

Title PD

PALMER, JAMES
3901 NW 115 AVE.
MIAMI, FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI, FL 33178

Title VPD

RUBIN, RONALD
13633 Deering Bay Drive, #246
Coral Gables, FL 33158

Title Director

Namoff, Gregory
3901 NW 115 AVENUE
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2016	03/14/2016
2017	03/31/2017
2018	04/10/2018

Document Images

04/10/2018 -- ANNUAL REPORT	View image in PDF format
03/31/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/04/2013 -- ANNUAL REPORT	View image in PDF format
04/02/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- ANNUAL REPORT	View image in PDF format
03/10/2009 -- ANNUAL REPORT	View image in PDF format
02/08/2008 -- ANNUAL REPORT	View image in PDF format
05/11/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
05/31/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
04/29/2002 -- ANNUAL REPORT	View image in PDF format

4/10/2019

Detail by Entity Name

04/27/2001 -- ANNUAL REPORT	View image in PDF format
04/18/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/18/1997 -- ANNUAL REPORT	View image in PDF format
03/18/1996 -- ANNUAL REPORT	View image in PDF format
03/03/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



ALLIUNI-01

LRANDOLPH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2018

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

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

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT Lourdes Bonet Randolph PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS: lrandolph@cafflc.com														
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nautilus Ins Company</td><td>17370</td></tr><tr><td>INSURER B: Great Divide Insurance Co</td><td>25224</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></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Ins Company	17370	INSURER B: Great Divide Insurance Co	25224	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nautilus Ins Company	17370														
INSURER B: Great Divide Insurance Co	25224														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			GLP202370311	08/31/2018	08/31/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 25,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP202370411	08/31/2018	08/31/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED ☐ RETENTION \$			FFX202370611	08/31/2018	08/31/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td>** SEE BELOW</td><td>\$</td></tr><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$	** SEE BELOW	\$	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
** SEE BELOW	\$																				
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A																		
A	Pollution Liability			SSP202370511	08/31/2018	08/31/2019	@ Poll Condition** 1,000,000														
A	Retro Date 8/2/1995			SSP202370511	08/31/2018	08/31/2019	Total all Poll Conds														

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

Excess Liability Policy Breakdown: First Layer \$4,000,000. Nautilus Ins Co #FFX202370611; 2nd Layer \$6,000,000. Aspen Specialty Ins Co #EXAHFJD18; 3rd Layer \$15,000,000. Colony Ins Co #EXO307417 Excess Liability policies are Follow Form.

**Excess Liability over Business Auto Liability are on Occurrence basis.

**Pollution Self Insured Retention \$50,000. per Pollution Condition

City of Port Orange is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ORIGINAL

CITY OF PORT ORANGE

ADDENDUM NO. # 1

**ITB 19-05
April 15, 2019**

PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL

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

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 25, 2019 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:

We have uploaded incorrectly the wrong document for ITB 19-05 PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL
Correct document has been uploaded as of 3/25/2019

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1. The Specification states 20,000 gallons per year. The pricing page has a line item for Sodium Bisulfite for 20,000 gallons and another for 60,000 gallons. Can you clear up this discrepancy?

Answer: The estimate is for 20,000 annually, disregard the 60,000.

Question 2. What is the term of the contract? For example, one year with two one-year renewals?

Answer: This information is inside the ITB section 6.

Question 3. One last question, I see you require a lift gate for the totes. Do you have a forklift on site?

Answer: Yes, we have a forklift. Per Section 3 Scope of Work "Delivery must be made by a lift gate truck and in returnable plastic totes weighing approximately 2600 pounds per tote."

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-05 remains unchanged.

END OF ADDENDUM NO. #1

A handwritten signature in blue ink, appearing to be 'D. Van Valkenburgh', written in a cursive style.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

COMPANY INFORMATION

CHIEF EXECUTIVE OFFICER/PRESIDENT:	JIM PALMER	
ACCOUNTS PAYABLE MANAGER:	SORAYA GARCIA	CHIEF FINANCIAL OFFICER: MIKE KOVEN

ESTABLISHED 1953 - PRIVATE CORPORATION

TRADE REFERENCES:

RYAN-HERCO PRODUCTS
KEVIN WAGNER
ACCT #: 075049
1310 CENTRAL FL PARKWAY
ORLANDO, FL 32837
(800) 848-1141 EXT 1408

AXIALL CORPORATION
LORI SULINSKI
11 STANWIX ST SUITE 1900
PITTSBURGH, PA 15222
800-697-3615
LORI.SULINSKI@AXIALL.COM

I.C.E. SERVICE GROUP, INC
MARK DELFRATTE
192 OHIO RIVER BLVD, SUITE 100
AMBRIDGE, PA 15003
(724) 266-7580
MDELFRATTE@ICESERVICEGROUP.COM

CKS PACKAGING INC
ALESA NORTON
4020 N. 29TH TERRACE
HOLLYWOOD, FL 33020
(954) 925-0236

CHEM-TAINER IND, INC
DAVID WENZEL
361 NEPTUNE AVE
WEST BABYLON, NY 11704
(631) 661-8300 EXT 1625

BANK:

FLORIDA COMMUNITY BANK
2500 WESTON ROAD, SUITE 300
WESTON, FLORIDA 33331

CONTACT: MICHAEL C. WALKER
MWALKER@FCB1923.COM
(954) 984-3331
(954) 389-3120 FAX

FEDERAL ID #: 59-0776285	DUN & BRADSTREET #: 004134623	SALES TAX #: 23-00-0505099-80
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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93RD Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

14770 Old St Augustine RD
Jacksonville, FL 32207
904-619-6180

Revised: 09/14/2017



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

April 15, 2019

RE: Company Financial Information

Allied Universal is a privately held corporation providing high quality water treatment chemicals for over 60 years. The company has provided bank and trade references (see attached) to demonstrate its financial capability and stability because we do not release or disclose financial statements.

Very truly yours,

ALLIED UNIVERSAL CORPORATION

Cristhianne Munguia
Bid Coordinator

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April 15, 2019

This is to certify that per Allied Universal Corporations records, there are no debarment filed, pending or resolved for the past 5 years.

Very truly yours,

ALLIED UNIVERSAL CORPORATION


Cristhianne Munguia
Bid Coordinator

/cm

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Litigation/Claims Arising From Services Provided in the Regular Course of Business

Daniel Kidder v. Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals, Allied Universal, et. al., Volusia County Circuit Court Case No. 2017-30789 CICI 32. Claim for alleged bodily injuries sustained in connection with a January 12, 2015 gaseous release from an Aquasol pool store storage tank. **The claim against Allied has been voluntarily dismissed.**

Dashen Daniels v. Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals, Allied Universal, et. al., Volusia County Circuit Court Case No. 2017-30822 CICI. Claim for alleged bodily injuries sustained in connection with a January 12, 2015 gaseous release from an Aquasol pool store storage tank. **The claim against Allied has been voluntarily dismissed.**

Tyrone Daniels v. Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals, Allied Universal, et. al., Volusia County Circuit Court Case No. 2017-30824 CICI. Claim for alleged bodily injuries sustained in connection with a January 12, 2015 gaseous release from an Aquasol pool store storage tank. **The claim against Allied has been voluntarily dismissed.**

Christopher Gercken v. Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals, Allied Universal, et. al., Volusia County Circuit Court Case No. 2018-30073 CICI. Claim for alleged bodily injuries sustained in connection with a January 12, 2015 gaseous release from an Aquasol pool store storage tank. **The claim against Allied has been voluntarily dismissed.**

Rachel Driscoll v. Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals, Allied Universal, et. al., Volusia County Circuit Court Case No. 2018-31398 CICI 32. Claim for alleged bodily injuries sustained in connection with a January 12, 2015 gaseous release from an Aquasol pool store storage tank.

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Note: Seven additional claims have been asserted against Transportation Services Unlimited, Inc., Aquasol Commercial Chemicals and Allied Universal Corp. arising from the January 12, 2015 Aquasol incident, but no lawsuits have been filed on behalf of these other claimants.

Miami Seaquarium v. Allied Universal Corp. No lawsuit filed. Miami Seaquarium claimed damages arising from a February 16, 2015 bleach spill on its premises. Allied contended that the alleged damages were caused by improper Seaquarium equipment and operating procedures. The claim was amicably resolved via a confidential, mediated settlement agreement.

Allied Universal Corp. v. Malibu Pools Services, Inc., Miami Dade Circuit Court Case No. 16-017850. Allied sued to collect on a long-overdue account. Judgment was entered in favor of Allied and Malibu paid and satisfied the judgment.

Allied Universal v. Pugh Pools and Spas, Inc., Miami-Dade Circuit Court Case No. 12-14861. Allied sued to collect on a long-overdue account. Judgment was entered in favor of Allied and Pugh Pools paid and satisfied the judgment in 2015.

Allied Universal Corp. V. DDH Ventures, Inc., Miami-Dade Circuit Court Case No. 16-024697. Allied sued to collect on a long-overdue account. The case was amicably settled and dismissed shortly after being filed.



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RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Bisulfite to City of Port Orange.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 18th day of December 2018.

(Seal of Corporation)



Jim Palmer, President - CEO

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April 15, 2019

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 6 delivery locations; Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Jacksonville, FL Terminal, Brunswick, GA and Ellisville, MS. We package Gas Chlorine in all locations, except Ft. Pierce and Jacksonville and manufacture Sodium Hypochlorite, in all of our locations, except our Jacksonville Terminal and have serviced Utilities and Municipalities, in 22 states, for over 60 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

The delivering facility which will supply City of Port Orange is our Ft. Pierce, FL facility by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

The Ft. Pierce, FL facility is located at 9501 Rangeline Road, FL 34987. With normal delivery lead time of 3 work days. Contact name for all deliveries is Eddy Betancourt phone number 772-464-6195 Ext. 0603, e-mail ftpiercedispatch@Allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m.

Other key personnel is: Jauming Chen Branch Manager 772-464-6195 Ext.0601 and Ron Zeigler South Regional Operations Manager 772-342-1872.

If you have any questions or concerns on any of this information, please contact Cristhianne Munguia, Bid Coordinator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0125; Fax, (786) 522-0215; E-Mail, Bids@Allieuniversal.com

/cm

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SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Bisulfite Solution		
Other means of identification			
SDS number	AUC-007		
Synonyms	Aqua Guard Sodium Bisulfite Solution 38% * Aqua Guard Sodium Bisulfite Solution 25% * Aqua Guard Sodium Bisulfite * Sodium Bisulfite * Bisulfite		
Recommended use	Used for dechlorination, oxygen scavenger, chrome reduction, hydrogen peroxide reduction, photographs, beverages & food.		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Health hazards	Skin corrosion/irritation	Category 1C
	Serious eye damage/eye irritation	Category 1
	Sensitization, skin	Category 1
	Specific target organ toxicity, single exposure	Category 3 narcotic effects
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	Causes severe skin burns and eye damage. May cause an allergic skin reaction. Causes serious eye damage. May cause drowsiness or dizziness.
Precautionary statement	
Prevention	Do not breathe mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Contaminated work clothing must not be allowed out of the workplace. Wear protective gloves/protective clothing/eye protection/face protection.
Response	Specific treatment (see this label). If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair):Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If skin irritation or rash occurs: Get medical advice/attention. If inhaled: Remove person to fresh air and keep comfortable for breathing. 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/doctor.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. OSHA defined hazard class: May be corrosive to metals. Contact with most metals will generate flammable hydrogen gas. May be harmful if swallowed. May cause respiratory irritation. Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Bisulfite	Sodium hydrogen sulfite Sodium hydrosulfite	7631-90-5	10-40
Other components below reportable levels			60-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, give oxygen. If breathing stops, provide artificial respiration. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Duration of rinsing should be at least 20 minutes. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Duration of rinsing should be at least 20 minutes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell. Rinse mouth. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.
Most important symptoms/effects, acute and delayed	May cause allergic skin reaction. May cause drowsiness or dizziness. Symptoms may include pain, headache, nausea, vomiting, dizziness, drowsiness and other central nervous system effects. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Causes severe skin irritation. Symptoms may include redness, edema, drying, defatting and cracking of the skin. May cause respiratory irritation. Symptoms may include upper respiratory irritation, coughing, and breathing difficulties.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Could cause skin burns and eye damage. Provide general supportive measures and treat symptomatically. This product is a CNS depressant.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Toxic fumes, gases or vapors may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA.
Fire fighting equipment/instructions	Evacuate area and fight fire from a safe distance. Move containers from fire area if you can do so without risk. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Not considered flammable.
Hazardous combustion products	Sulfur oxides (SO _x). Sulfur dioxide.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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Methods and materials for containment and cleaning up

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Ventilate the contaminated area. Stop leak if you can do so without risk. Dike the spilled material, where this is possible. Absorb spill with vermiculite or other inert material. Pick up and transfer to properly labeled containers. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling

Use only outdoors or in a well-ventilated area. Avoid breathing mist or vapor. Avoid contact with eyes, skin and clothing. Label containers appropriately. Keep containers closed when not in use. Contaminated work clothing must not be allowed out of the workplace. Keep away from incompatibles, refer to section 10. Avoid release to the environment. Wash hands after handling and before eating. Wear protective gloves/clothing and eye/face protection. Persons with recurrent skin eczema or sensitization problems should be excluded from working with this product. Once a person is sensitized, no further exposure to the material that caused the sensitization should be permitted.

Conditions for safe storage, including any incompatibilities

Store locked up. Keep container tightly closed. Store away from incompatible materials (see Section 10 of the SDS). Store in a cool, dry place out of direct sunlight. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel.

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Material	Type	Value
Sodium Bisulfite Solution	TWA	5 mg/m3
Components	Type	Value
Sodium Bisulfite (CAS 7631-90-5)	TWA	5 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Sodium Bisulfite Solution	TWA	5 mg/m3
Components	Type	Value
Sodium Bisulfite (CAS 7631-90-5)	TWA	5 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses with side shields (or goggles) and a face shield. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Skin protection

Hand protection

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Wear suitable protective clothing and eye/face protection.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. Use a NIOSH approved respirator if there is a risk of exposure at levels exceeding the exposure limits. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Seek advice from respiratory protection specialists.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Contaminated work clothing should not be allowed out of the workplace.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	Straw colored.

Odor	Pungent, sulfur-like odor.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	> 17.96 °F (> -7.8 °C)
Initial boiling point and boiling range	Decomposes
Flash point	Does not burn
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable.
Flammability limit - upper (%)	Not applicable.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	9 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not applicable.
Decomposition temperature	219.2 °F (104 °C)
Viscosity	Not available.
Other information	
Density	1.33 g/cm ³ (for a 38% solution); 1.20 g/cm ³ (for a 25% solution)
Explosive properties	Not explosive.
Molecular formula	H ₂ -O ₃ -S.Na
Molecular weight	104.06 g/mol
Oxidizing properties	No oxidizing properties.
pH in aqueous solution	4.1 - 4.6
Specific gravity	1.33 (for a 38% solution); 1.20 (for a 25% solution)

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions. Decomposes on heating.
Possibility of hazardous reactions	Hazardous polymerization does not occur. No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Exposure to air. Keep away from heat, sparks and open flame. Elevated temperatures. Keep away from direct sunlight. Do not use in areas without adequate ventilation.
Incompatible materials	Strong oxidizing agents. Strong acids. Metals.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation. May cause central nervous system effects.
Skin contact	Causes severe skin irritation. May cause an allergic skin reaction.
Eye contact	Causes serious eye damage.
Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.

Most important symptoms/effects, acute and delayed

May cause allergic skin reaction. May cause drowsiness or dizziness. Symptoms may include pain, headache, nausea, vomiting, dizziness, drowsiness and other central nervous system effects. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Causes severe skin irritation. Symptoms may include redness, edema, drying, defatting and cracking of the skin. May cause respiratory irritation. Symptoms may include upper respiratory irritation, coughing, and breathing difficulties.

Information on toxicological effects

Acute toxicity

The below product data is the calculated ATE values for this mixture. Individual ingredient component data appears below the product mixture ATE values.

Product	Species	Test Results
Sodium Bisulfite Solution		
Acute		
<i>Oral</i>	Rat	3736.85 mg/kg (Calculated ATE)
Components	Species	Test Results
Sodium Bisulfite (CAS 7631-90-5)		
Acute		
<i>Dermal</i>	Rabbit	No Data in Literature
<i>Inhalation</i>	Rat	No Data in Literature
<i>Oral</i>	Rat	1420 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation

Hazardous by OSHA criteria. Skin corrosion/irritation - Category 1
Causes severe skin burns and eye damage.

Serious eye damage/eye irritation

Hazardous by OSHA criteria. Serious eye damage/eye irritation - Category 1
Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization

Not hazardous by OSHA criteria. May cause asthma-like reaction in hyper-sensitive persons.

Skin sensitizer

Hazardous by OSHA criteria. Skin Sensitization - Category 1. May cause an allergic skin reaction.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Bisulfite (CAS 7631-90-5)

3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure

Hazardous by OSHA criteria. Specific Target Organ Toxicity (STOT), Single Exposure: Category 3
. May cause drowsiness or dizziness.

Specific target organ toxicity - repeated exposure

Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity

Not expected to be an aspiration hazard.

Chronic effects

Prolonged inhalation may be harmful. None known or reported by the manufacturer.

12. Ecological information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
Sodium Bisulfite (CAS 7631-90-5)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 240 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	Product is non-biodegradable, since it is an inorganic mineral product.
Bioaccumulative potential	No data available.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN2693
UN proper shipping name	Bisulfites, aqueous solutions, n.o.s. (Sodium Bisulfite RQ = 5000)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN2693
UN proper shipping name	Bisulfites, aqueous solution, n.o.s. (Sodium Bisulfite)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN2693
UN proper shipping name	Bisulfites, aqueous solution, n.o.s. (Sodium Bisulfite)
Transport hazard class(es)	
Class	8
Subsidiary risk	-

Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not established.
DOT	



IATA; IMDG



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium Bisulfite (CAS 7631-90-5)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA)
Section 112(r) (40 CFR 68.130) Hazardous substance**Safe Drinking Water Act (SDWA)** Not regulated.**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium Bisulfite (CAS 7631-90-5)

US. New Jersey Worker and Community Right-to-Know Act

Sodium Bisulfite (CAS 7631-90-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium Bisulfite (CAS 7631-90-5)

US. Rhode Island RTK

Sodium Bisulfite (CAS 7631-90-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 01-26-2015**Version #** 01**HMIS** H= 2 F=0 R=0**NFPA** H= 2 F=0 R=0Certified to
NSF/ANSI 60

Maximum use level for sodium bisulfite under NSF/ANSI Standard 60 - Maximum use in potable water is 46 mg/L for 38% sodium bisulfite.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act
DOT: Department of Transportation
EC: Effective Concentration
HMIS: Hazardous Materials Identification System
HSDB: Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC Code: International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk
ICAO: International Civil Aviation Organisation
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
MARPOL: Marine Pollution
NFPA: National Fire Protection Association
NIOSH: National Institute for Occupational Safety and Health
NOEC: No Observable Effect Concentration
NTP: National Toxicology Program
OECD: Organization for Economic Cooperation and Development
OEL: National Occupational Exposure Limits
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
RTK: Right to Know
SARA: Superfund Amendments and Reauthorization Act
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TSCA: Toxic Substances Control Act
TWA: Time Weighted Average
VOC: Volatile Organic Compounds
WEL: Workplace Exposure Limit

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation. Allied Universal cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
European Chemicals Agency, Classification Legislation, 2014.
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.



3901 NW 115th Avenue
Miami, FL 33178
305-888-2623 office
305-885-4671 fax

SODIUM BISULFITE 38%

TECHNICAL SALES SPECIFICATION FOR SODIUM BISULFITE SOLUTION 38%

CONCENTRATION NaHSO_3	38.0% - 40.0% minimum <u>by weight</u>
IRON (Fe)	< (less than) 5 PPM
SODIUM SULFITE	<3.0%
SODIUM SULFATE	<3.0%
AVAILABLE SULFUR DIOXIDE	23.4% – 25.0% <u>by weight</u>
COLOR	Clear yellow product
pH	3.5 - 4.5
SPECIFIC GRAVITY	1.30-1.340

Certified to ANSI/NSF Standard 60. Maximum Use in Potable Water is 46 mg/L.

SBSPEC-08/18

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER)	WORK (772) 464-7001, CELL (772) 342-1872
2. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER)	WORK (912) 267-6064, CELL (850) 212-6858
3. JIM LAFRENIERE (FLEET OPERATIONS MANAGER)	WORK (305) 894-4173, CELL (305) 491-3430
4. MIKE HARRIS (FLEET MAINTENANCE MANAGER)	WORK (912) 267-9590, CELL (912) 571-0704
5. JAY BRUNELLE (DRIVER SAFETY COMPLIANCE MANAGER - SOUTH)	CELL (413) 222-5440
6. FRANCES MENDEZ (ASSISTANT OPERATIONS MANAGER)	WORK (786) 646-2840, CELL (305) 440-8926
7. GUY TILLOTSON (NIGHT DISPATCH)	CELL (954) 336 - 2705
8. TODD TUCKER (VICE PRESIDENT OF OPERATIONS - SECURITY)	WORK (786) 522-0200, CELL (903) 987-3248
US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:	
(703) 563-3236 OR 3237	

BRANCHES:

MIAMI, FL (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JUAN CARLOS CEDENO	CELL # (786) 365-2482
FT. PIERCE, FL (772) 464-6195	
JAUMING CHEN	CELL # (832) 459-0870
WALTER CIECWIERZ	CELL # (201) 993-3536
EDDIE BETTENCOURT	CELL # (772) 233-1610
TAMPA, FL (813) 832-4868	
ELAINE BENNETT	CELL # (901) 326-6262
KEN HAYES	CELL # (313) 820-4339
KAREN GARILLI	CELL # (813) 966-3635
JANET DAVIS	CELL # (813) 436-6362
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
KY NICHOLSON	CELL # (904) 607-8141
DAVID SCHULTZ	CELL # (912) 222-9487
LISA DALE	CELL # (770) 769-6528
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
BRIAN GARRIS	CELL # (980) 613-2593
CHARITY BREWER	CELL # (912) 230-8680
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (251) 604-7365
TIGRAN ARMSTRONG	CELL # (601) 554-6582
KEVIN CARTER	CELL # (256) 682-2838



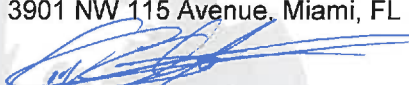
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

Company Ownership

Allied Universal Corporation is a Florida Corporation, originally established in 1954. Its officers and directors are:

Robert Namoff, Chairman/Director
James Palmer, President/Director
Michael Koven, Treasurer
Ronald Rubin, Vice President/Director

Allied Universal Corporation is owned (100% of all shares) by Allied Universal Holding Corporation, located at 3901 NW 115 Avenue, Miami, FL 33178.


Cristhianne Munguia
Bid Coordinator

/cm

3901 NW 115 Avenue
Miami, Florida 33178
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9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

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Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

7160 Philips Highway
Jacksonville, FL 32256
904-619-6180



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

TECHNICAL SUPPORT

TODD TUCKER

(800) 437-8715/Ext. 0122 – Work
(903) 987-3248 – Cell

Experience:

Over 24 years in the Chlor-Alkali business.

Vice President of Operations for Allied Universal for over 20 years.

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813-832-4868



3901 NW 115 Avenue
Miami, Florida 33178
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305-885-4671 fax

CHEMICAL ENGINEERS

PETE BRUNETTE

(800) 648-3293 – Work

Education:

B.S. Chemical Engineering – University of Alabama
Graduated 1992

Experience:

Over Twelve years in the chlorine and sodium hypochlorite production

DAVID SHEEHAN

(305) 888-2623 – Work

Education:

B.S. Chemical Engineering – Rensselaer Polytechnic Institute
Graduated 1994

Experience:

Over Twenty years in petroleum and environmental fields

Over One year in the chlorine and sodium hypochlorite production

Registered Professional Engineer licensed in Florida, Georgia, New Hampshire, North Carolina, and South Carolina

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April 15, 2019

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated Sodium Bisulfite bids for the past 5 years.

Very truly yours,

ALLIED UNIVERSAL CORPORATION


Cristhianne Munguia
Bid Coordinator

/cm

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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**CHEMICALS FOR WATER AND WASTEWATER PLANT
OPERATIONS
ITB #19-05**



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent
Release Date: March 25, 2019

**Bid Due Date and Time:
April 22, 2019 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS. 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 April 22, 2019** 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.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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 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 Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference "Questions in the subject line. Last day for questions will be **April 8, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed to David Van Valkenburgh, 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 #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS."**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **March 25, 2019**



CITY OF PORT ORANGE

ADDENDUM NO. # 1

ITB 19-05

April 15, 2019

PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL

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

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 25, 2019 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:

We have uploaded incorrectly the wrong document for ITB 19-05 PURCHASE of ANIONIC POLYMER and SODIUM BISULFITE FINAL

Correct document has been uploaded as of 3/25/2019

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1. The Specification states 20,000 gallons per year. The pricing page has a line item for Sodium Bisulfite for 20,000 gallons and another for 60,000 gallons. Can you clear up this discrepancy?

Answer: The estimate is for 20,000 annually, disregard the 60,000.

Question 2. What is the term of the contract? For example, one year with two one-year renewals?

Answer: This information is inside the ITB section 6.

Question 3. One last question, I see you require a lift gate for the totes. Do you have a forklift on site?

Answer: Yes, we have a forklift. Per Section 3 Scope of Work "Delivery must be made by a lift gate truck and in returnable plastic totes weighing approximately 2600 pounds per tote."

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-05 remains unchanged.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS ITB #19-05



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent
Release Date: March 25, 2019

**Bid Due Date and Time:
April 22, 2019 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS**. 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 April 22, 2019** 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.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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 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 Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference "Questions in the subject line. Last day for questions will be **April 8, 2019 at 5:00 P.M.**

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

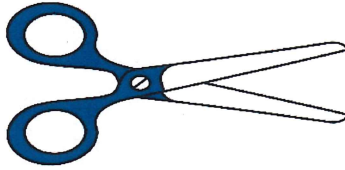
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed to David Van Valkenburgh, 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 #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS."**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **March 25, 2019**

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 #19-05

BID TITLE:

**CHEMICALS FOR WATER AND WASTEWATER PLANT
OPERATIONS**

DUE DATE/TIME:

April 22, 2019 at 2:30 P.M.

SUBMITTED BY:

Polydyne Inc.

(Name of Company)

DELIVER TO:

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

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange is soliciting sealed bids from Successful Bidders to furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide and deliver of Chemicals for Water and Wastewater Treatment Plant that will meet these requirements of the City of Port Orange

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, to including one original copy in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:March 25, 2019

Deadline for Questions: April 8, 2019 by 5:00 P.M.

Final Addendum Posting: April 15 2019 by 5:00 P.M.

Bids Due:**April 22, 2019 by 2:30 P.M.**

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

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

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh, 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.

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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference #19-05 CHEMICAL FOR WATER AND WASTEWATER PLANT OPERATIONS" 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 Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@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 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 Bids for Anionic Polymer AND Liquid Sodium Bisulfite. Each chemical has its own designated specification below:

SPECIFICATIONS FOR ANIONIC POLYMER

Estimated Usage Based on Fiscal Year 2019

Estimated usage is 12 totes per year depending on product.

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid.

Specifications:

Usage is for the lime softening/sedimentation process as used in the treatment of drinking water.

Delivery must be made by a lift gate truck and in returnable plastic totes weighing approximately 2600 pounds per tote.

The following three (4) polymers are being given as a “bench mark” or “guideline” of previous polymers that have been used, tested and worked well at the Water Treatment Facility. Those polymers are: Cytec’s Super Flocc 1883 RS Flocculant; Calgon Pol E-Z 692 and A-420 FI, CLARIFLOC A-210P. An alternate that has also been used is Nalco 81-84. Product must meet all Florida Department of Environmental Regulations for drinking water additives and have NSF 61 certification.

Properties are as follows:

- Appearance: Opaque white liquid
- Density: 8.9 lbs./gal.
- Freeze Point: 23* F
- Flash Point: 275* F
- pH of 1% solution: 6.0 – 8.0 in water
- Viscosity 1% solution 200 – 400 cps

Additional Bidding Documents & Requirements:

Certificate of Analysis describing the composition of the product showing the maximum levels and typical levels of components.

Proposal Evaluation:

The City shall consider the Supplier’s quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

**SPECIFICATIONS FOR
LIQUID SODIUM BISULFITE**

Estimated Usage based on Fiscal Year 2019

20,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Sodium Bisulfite shall be used for the purpose of dichlorination at the Port Orange Reclaimed Water Treatment Plant (RWP).

Specifications:

The Sodium Bisulfite shall be a liquid solution of approximately 38% to 42% solution strength with a specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 4.0 to 4.8. The iron content shall not exceed 3ppm and heavy metals shall not exceed 5ppm.

Supplier shall deliver to two 1,050-gallon tank (maximum delivery 1,500 gallons and minimum delivery 1000 gallons) located at the Reclaimed Water Treatment Plant. Delivery shall be accepted when and as needed. Supplier shall make deliveries within five (5) calendar days after receipt of order and must make "emergency deliveries" with 48 hours.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within five (5) calendar days of notification of need. Delivery is to be made between the hours of 8:00 A.M. and 2:00 P.M. seven days a week, unless prior authorization is made for delivery outside the stated hours, to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

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End of Scope-of-Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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 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".)

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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 the 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 Van Valkenburgh, 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.

TERMS OF CONTRACT:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of twelve (12) months, from date of award, with an option for renewal of an additional two (2) one (1) year extension, if mutually agreeable with both parties.

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.

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.

LICENCES AND PERMITS:

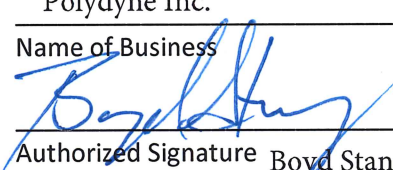
Contractor is responsible for all applicable local and state licenses, permits and fees.

[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 7.10 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Polydyne Inc.
Name of Business

Authorized Signature Boyd Stanley, Vice-President
4/16/19
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

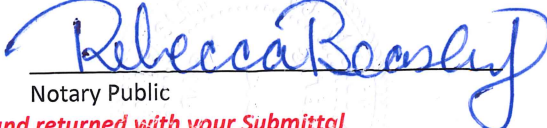
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

<u>Polydyne Inc.</u>	<u>1 Chemical Plant Road</u>
NAME OF BUSINESS	MAILING ADDRESS
<u></u>	<u>Riceboro, GA 31323</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Boyd Stanley, Vice-President</u>	<u>912-880-2035/912-880-2078</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>34-1810283</u>	<u>PolyBidDpt@snfhc.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>Georgia</u> COUNTY OF <u>Liberty</u>	

The foregoing instrument was acknowledged before me this day of April 16, 2019 by Boyd Stanley, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

**My Commission Expires
Dec. 17, 2022**


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: 4/15/19 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."

Polydyne Inc.

Name of Business

By: _____

Printed Name: Boyd Stanley

Title: Vice-President

STATE OF Georgia
COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me this 16th day of April, 2019, by
Boyd Stanley, as Vice-President of
Polydyne Inc. and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

**My Commission Expires
Dec. 17, 2022**

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.

Polydyne Inc.

Name of Business

By:

Printed Name: Boyd Stanley

Title: Vice-President

STATE OF Georgia

COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me this 16th day of April, 2019, by Boyd Stanley, as Vice-President of

(NAME)

Polydyne Inc.

(NAME OF ORGANIZATION)

(TITLE)

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

Rebecca Brasley
Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

**My Commission Expires
Dec. 17, 2022**

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 Boyd Stanley, who, being by me first duly sworn, made the following statement:

1. The business address of Polydyne Inc. (name of Offeror or business) is 1 Chemical Plant Road, Riceboro, GA 31323.
2. My relationship to Polydyne Inc. (name of Offeror or business) is Vice-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 none. 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.)**

Polydyne Inc.

Name of Business

By: [Signature]

Printed Name: Boyd Stanley

Title: Vice-President

STATE OF Georgia

COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me this 16th day of April, 2019, by Boyd Stanley as Vice-President of Polydyne Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

**My Commission Expires
Dec. 17, 2022**

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: Polydyne Inc.

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

PRINTED SIGNATURE: Boyd Stanley

TITLE: Vice-President

ADDRESS: 1 Chemical Plant Road

Riceboro

CITY: GA STATE: GA ZIP CODE: 31323

912-880-2035

TELEPHONE: 912-880-2078 FAX: 912-880-2078

COMPLETION TIME: 04/16/19 at Riceboro, GA

F.E.I.N. NUMBER: 34-1810283

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

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

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 7.7 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. Polydyne Inc.
- B. Permanent main office address. 1 Chemical Plant Road, Riceboro, GA 31323
- C. Date organized. 8/21/1995
- 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? 23+ Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached "Current Contracts" list
- G. General character of work performed by your company. Polydyne Inc. manufactures and supplies polymers for water and wastewater treatment.
- 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. Please see attached "Completed Contracts" list
- K. List your major equipment currently owned or leased. Polydyne Inc. has nine fully functional chemical plants strategically located throughout the United States.
- L. Experience in work similar to this type of project.
Please see attached "Experience Statement"
- M. Background and experience of the principal members of your organization, including the officers.
All involved with this contract have a minimum 10 years each of experience in supply of polymer in the water and wastewater treatment industry.
- N. Credit currently available: \$ >\$500,000.00
- O. Give bank reference: Bank of America N.A.
Katherine B. Lockwood
PH: 980-386-1336
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes



Reference List (Current Contracts)

Louisville Metro S.D.
Robin Burch
PH: 502-377-7646
7/01/13 - 08/31/19
Project Name: 18-0621

St. Louis Metropolitan S.D.
Mike Townley
PH: 314-436-8733
04/01/17 - 03/31/19
Project Name: 6672

Los Angeles County
Malika Jones
PH: 310-830-2400
06/1/98 - 03/04/20
Project Name: 03687

Metropolitan Council
David Quast
PH: 651-602-1164
02/01/16 - 01/31/20
Project Name:
14P180

City of Atlanta
Daniel Sabou
PH: 404-546-0683
02/24/2014 - 03/04/21
Project Name: 10179-ES

Buffalo Sewer District
Alex Emmerson
PH: 716-913-7545
07/01/12 - 6/30/19
Project Name: Polymer Dewatering Aid for
Wastewater Sludge Thickening and
Conditioning



Referenced List (Completed Contracts)

Passaic Valley Sewer Commission

Tom Fuscaldo

973-817-5702

\$1,140,000.00

100% Completed

Completion Date: 04/30/14

Project Name: A-854

East Bay MUD

John Cloak

510-287-1456

\$1,025,000.00

100% Completed

Completion Date: 03/31/10

Project Name: Bid #510

Western Lake Superior Sanitary District

Samidha Junghare

218-740-0409

\$680,000.00

100% Completed

Completion Date: 07/31/14

Project Name: #1279

Suffolk County S.D.

Doug Haussel

PH: 631-854-4156

\$371,000.00

100% Completed

Completion Date: 7/11/10

Project Name: 21-05.5.26

Springettsbury Township

Mark Hodgkinson

PH: 717-757-3521, Ext. 4333

\$209,000.00

100% Completed

Completion Date: 10/31/09

Project Name: Bid for Polymer

City of Springfield, MO

Ronnie Box

PH: 417-891-1600

\$464,843.00

100% Completed

Completion Date: 10/30/19

Project Name: 009-2016



Polydyne, Inc.
P.O. Box 250, Riceboro, GA 31323

TYPE OF BUSINESS: Chemical Sales

SUBSIDIARY OF: SNF Holding Company **YEAR ESTABLISHED:** 1968

D & B NUMBER: 045469160 (Parent Company) **TAX ID NUMBER:** 34-1810283

ACCOUNTS PAYABLE: Send Invoices only to AccountsPayable@snfhc.com
Direct A/P Questions to AskAP@snfhc.com

TRADE REFERENCES:

Dystar Carolina Chemical Co. PO Box 75193 Charlotte, NC 28275 Geo Specialty Chemicals Inc. Dept. 3220 P.O. Box 123220 Dallas, TX 75312-3220	Telephone: (704)561-2648 Fax No. (704) 561-3007 Contact: Lori Fields Telephone: (601) 645-6536 Fax No. (601) 645-6633
Protreat Technology Corp. P.O. Box 16640 Golden, CO 80402	Telephone: (303) 463-1984 Contact: Dorothy Weick

BANK REFERENCES:

Bank of America, N.A. GA8-200-03-01 22 Bull Street Savannah, GA 31401 Contact: Lisa Catlin	Telephone: (912) 944-3191 Fax No: (912) 944-3134 A/C 334032637837 WWW.CONFIRMATION.COM
--	---

OFFICERS:

Mr. John Pittman President & Director 1 Chemical Plant Rd. Riceboro, GA 31323	Mr. Mark Schlag Vice President – Finance 1 Chemical Plant Rd. Riceboro, GA 31323
--	---

COMPANY LOCATION: 1 Chemical Plant Road
Riceboro, GA 31323



BUSINESS CREDIT INQUIRY REQUEST FORM

This form should be used to obtain a credit inquiry on a Bank of America business customer who has applied for credit with your company.

- For same day service, fax your request to **1-900-733-2467**. Requests must be received prior to 3:00 p.m. -Local time. (A \$25.00 fee will be charged to your phone bill.)
- For a 3-business day service, fax your request to **1-900-733-5100**. (A \$10.00 fee will be charged to your phone bill.)
- If you are unable to access the 900 fax service, contact Billing Solutions at www.bankvod.com to request an alternate access fax number. Specify that it is a Business Inquiry Request. The fee will be billed directly to the business/creditor via Billing Solutions.
- For questions call **1-803-832-7770**.

Vendor/Requestor Information *(Please print)*

Name of Business	
Business Contact Name	
Business Phone Number	
Business Fax Number	

Bank of America Customer's Information *(Please print)*

Customer's Legal Name	POLYDYNE, INC.
Parent Company's Name <i>(if applicable)</i>	SNF HOLDING COMPANY
Customer's Address	PO BOX 250 RICEBORO, GEORGIA 31323
Customer's Tax ID Number	34-1810283

Account #	State	Account #	State
334032637837	GA		

Reason for Inquiry

☐ Establish new credit in the amount of \$ _____

☐ Updating existing credit in the amount of \$ _____

**CREDIT
REFERENCE
INQUIRIES**

Bank of America.



TO _____

DATE: _____

FAX # _____

PAGES: _____

FROM: Bank of America Commercial Banking
SUBJECT: Instructions for Credit Inquiries

Credit inquiries on commercial banking accounts are handled by our **ACCOUNT VALIDATION DEPARTMENT**.
Questions may be directed to 1-803-832-7770. VERBAL REFERENCES NOT PROVIDED.

We Respond to the following inquiries:

- | | |
|-----------------------------|----------------------------|
| ❖ Business Credit Inquiries | ❖ Human Resource Services |
| ❖ Audit Confirmations | ❖ Dept. of Social Services |
| ❖ Verification of Deposits | ❖ Social Security |
| ❖ Quality Audits | ❖ Reference Letters |
| ❖ Verification of Mortgages | ❖ Housing Assistance |
| ❖ Verification of Loans | ❖ Check Cashing |

****PLEASE INCLUDE ACCOUNT NUMBERS AND/OR TAX ID ON ALL REQUESTS****

Special FAX Services are available for BUSINESS CREDIT INQUIRIES and VERIFICATION OF DEPOSIT REQUESTS
****ALL REQUESTS MUST BE ACCOMPANIED BY BUSINESS INQUIRY REQUEST FORM OR VERIFICATION**
OF DEPOSIT REQUEST FORM - ATTACHED**

BUSINESS CREDIT INQUIRIES:	VERIFICATION OF DEPOSIT REQUESTS (VOD's):
RUSH FAX #1-900-733-2467 Fee: \$25.00 (applied to your telephone bill) Turnaround Time: if fax received by 3:00pm EST: faxed back by 5:00pm EST same day After 3:00pm EST: faxed back by 11:00am EST next business day OR Non-Priority FAX #900-733-5100 Fee: \$10.00 (applied to your telephone bill) Turnaround Time: 3 Business Days Fax only service, there is no mail option available.	All VOD requests Fee: \$25.00 (applied to your telephone bill) Turnaround Time: Approximately 2 business days FAX #: 1-900-733-8637 Fax only service, there is no mail option available.

If you cannot access the 900 fax service, contact Billing Solutions at www.bankvod.com to request an
alternate access fax number that you can use to fax your request to Bank of America

- Specify that it is a Business Inquiry Request
- The fee will be billed directly to the business/creditor via Billing Solutions

AUDIT CONFIRMATIONS

**Bank of America no longer responds to paper Audit Confirmation requests for depository and
commercial loan accounts and will only accept electronic requests via Capital Confirmation, Inc.**

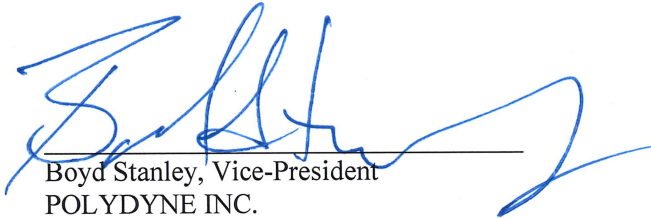
Auditors may register and submit confirmations via web at:
Capital Confirmation, Inc.
www.confirmation.com
1-866-325-7201

STATEMENT OF EXPERIENCE AND BUSINESS STANDING

POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymers, i.e. powders, emulsions and solutions. Worldwide our company has been in operation for over 25 years.

POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only".

As such POLYDYNE INC. is indeed the manufacturer of the proposed product and the exclusive owner of all equipment used in the manufacturing process.



Boyd Stanley, Vice-President
POLYDYNE INC.

Date: 04/16/2019

Experience Statement:

Chris Cherp

7915 Blackhill Street
Wesley Chapel, FL 33545
Tel: (941) 961-3998
Fax: (912) 880-2078
Email: ccherp@snfhc.com

- Position within the company
- Years with the company
- Project Position to be staffed
- Education

- Technical Skills

- Work Experience

Technical Sales Representative

10 years

Technical Sales Representative

Bachelor of Science -

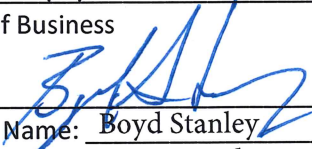
University of South Florida

Process and project engineer in
respect to water and wastewater applications

14 years experience in the water
and wastewater treatment industry

(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.

Polydyne Inc.
Name of Business
By: 
Printed Name: Boyd Stanley
Title: Vice-President

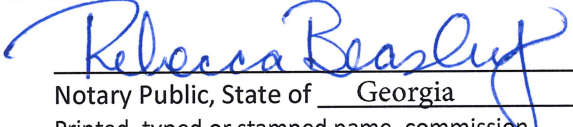
STATE OF Georgia
COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me this 16th day of April, 2019, by
Boyd Stanley, as Vice-President
of Polydyne Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.


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

My Commission Expires
Dec. 17, 2022

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 Phoenix
Contact Person: Brain Fayle
City, State: Phoenix, AZ
Telephone Number: 602-723-9542
Email Address: brian.fayle@phoenix.gov
Description of goods or
Services provided: Supply of Anionic Polymer
Contract Amount: \$297,795.00
Start/End Date of Contract: 03/20/13 - 02/28/23
2. Company Name: City of Chandler
Contact Person: Vicky Sharp
City, State: Chandler, AZ
Telephone Number: 408-782-3628
Email Address: victoria.sharp@chandleraz.gov
Description of goods or
Services provided: Supply of Anionic Polymer
Contract Amount: \$77,600.00
Start/End Date of Contract: 04/15/14 - 06/30/20
3. Company Name: City of Laredo
Contact Person: Wenreslao Barberena
City, State: Laredo, TX
Telephone Number: 956-795-2020
Email Address: wbarberena@ci.laredo.tx.us
Description of goods or
Services provided: Supply of Anionic Polymer
Contract Amount: \$11,520.00
Start/End Date of Contract: 03/02/11 - 11/2/19

This document must be completed and returned with your Submittal.

Not Applicable

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 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 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

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

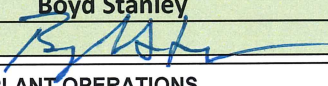
**"ATTACHMENT 1" SCHEDULE OF UNIT PRICING****BID FORM
CITY OF PORT ORANGE****ITB # 19-05****Purchase of Anionic Polymer and Sodium Bisulfite for the
Water Treatment Plant and the Water Reclamation Facility**Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

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:		Polydyne Inc.				
CONTACT PERSON:		Boyd Stanley, Vice-President				
EMAIL ADDRESS:		PolyBidDpt@snfmc.com				
AUTHORIZED NAME:		Boyd Stanley				
AUTHORIZED SIGNATURE:						
CHEMICALS FOR WATER AND WASTEWATER PLANT OPERATIONS						
ITEM #	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	TOTAL PRICE	No. Days for Delivery After Receipt of Order
1	ANIONIC POLYMER	1100	GAL	\$9.68	\$10,648.00	7-14 Days A.R.O.
2	LIQUID SODIUM BISULFITE	20,000	GAL	No Bid	#VALUE!	
4	LIQUID SODIUM BISULFITE	60,000	GAL	No Bid	#VALUE!	
				TOTAL BASE BID	#VALUE!	
DESCRIPTION					Clarifloc A-210P	
Shall warranty the above materials and labor for:					Please see attached warranty	



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

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

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ 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]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Bumette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



End of Solicitation Documents

Florida Department of State

DIVISION OF CORPORATIONS

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

Detail by Entity Name

Foreign Profit Corporation
POLYDYNE INC.

Filing Information

Document Number	F01000005154
FEI/EIN Number	34-1810283
Date Filed	10/02/2001
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/17/2004

Principal Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 03/20/2019

Mailing Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 03/20/2019

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 03/06/2006

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title Secretary

Gannon, Christopher
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Hund, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Nichols, Peter
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Pich, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director, President

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Remy, Pascal
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Treasurer

Schlag, Mark
1 Chemical Plant Rd.
Riceboro, GA 31323

Annual Reports

Report Year	Filed Date
2017	04/15/2017
2018	04/07/2018
2019	03/20/2019

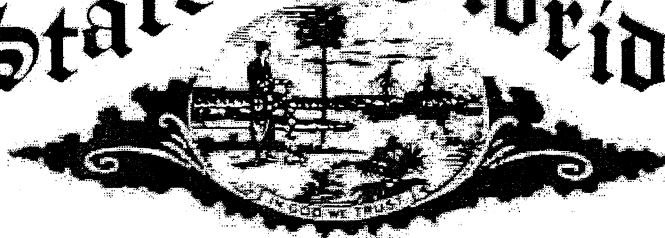
Document Images

03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/07/2018 -- ANNUAL REPORT	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
08/02/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format

01/04/2010 -- ANNUAL REPORT	View image in PDF format
04/08/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
07/19/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Reg. Agent Change	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
11/17/2004 -- REINSTATEMENT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
10/02/2001 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

State of Florida



Department of State

I certify from the records of this office that POLYDYNE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 2, 2001.

The document number of this corporation is F01000005154.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on November 17, 2004, and 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 Capitol, this the
Twenty-fourth day of November, 2004



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

Company ID Number: 115171

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: SNF Holding Co

Company Facility Address: One Chemical Plant Road
Riceboro, GA 31323

Company Alternate Address: P O Box 250
Riceboro, GA 31323

County or Parish: LIBERTY

Employer Identification Number: 510329277

North American Industry
Classification Systems Code: 325

Parent Company: SNF Holding Company

Number of Employees: 1,000 to
2,499 Number of Sites Verified for: 7

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- | | |
|----------------|-----------|
| • MISSISSIPPI | 1 site(s) |
| • GEORGIA | 1 site(s) |
| • MICHIGAN | 1 site(s) |
| • WASHINGTON | 1 site(s) |
| • PENNSYLVANIA | 1 site(s) |
| • ILLINOIS | 1 site(s) |
| • CALIFORNIA | 1 site(s) |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Linda Adams**
Telephone Number: **(912) 884 - 3366 .ext 410410**
E-mail Address: **LindaA@SNFHC.com**

Fax Number: **(912) 880 - 8034**

Name: **Jane Frost**
Telephone Number: **(912) 884 - 8712**
E-mail Address: **JaneF@SNFHC.com**

Fax Number: **(912) 880 - 8034**

Company ID Number: 115171

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer SNF Holding Co

James Carlson

Name (Please type or print)

Title

Electronically Signed

04/21/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

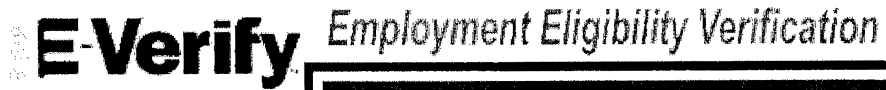
Title

Electronically Signed

04/21/2008

Signature

Date



Exit



Your company is now registered for E-Verify. All Users will receive their User name and Passwords via email. If the email is not received within 48 hours, please contact Office of Verification at 888-464-4218. Please DO NOT REGISTER AGAIN.

IMPORTANT: You should print the MOU, and share it with your Human Resources Manager, legal counsel, and other appropriate staff.

[View MOU](#)

[U.S. Department of Homeland Security](#) | [U.S. Citizenship and Immigration Services](#)



Warranty

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products, please contact a Polydyne Inc. representative by calling toll free (800) 848-7659.

Chris Cherp, Technical Sales Representative

PH: (941) 961-3998

Email: ccherp@snfhc.com

Tim Terry, Regional Manager

PH: (315) 271-6840

Email: tterry@polydyneinc.com

Boyd Stanley, Vice-President

PH: (912) 880-2035

Fax: (912) 880-2078

Email: bstanley@polydyneinc.com



AFFIDAVIT OF COMPLIANCE

POLYDYNE INC. hereby certifies that Clarifloc A-210P complies with all applicable ANSI/NSF Standard 60 and the requirements of City of Port Orange bid number 19-05 Chemicals for Water and Wastewater Plant Operations.

Product Data Sheet and Safety Data Sheets are attached.

POLYDYNE INC.

Company

A handwritten signature in blue ink, appearing to read "Boyd Stanley", written over a horizontal line.

Boyd Stanley
Vice-President

04/16/19

Date

April 17, 2019

COMPOSITION

This information is provided as part of the CHEMICAL BID submission process for Port Orange, FL. We hereby confirm that the composition of the product **CLARIFLOC™ A-210P** is as follows:

Component (chemical name)	CAS RN	(%)
Copolymer of acrylamide / sodium acrylate	25987-30-8	34 – 41
Water	7732-18-5	30 – 40
Distillates (petroleum), hydrotreated light	64742-47-8	20 – 45
Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched	69011-36-5	< 5
Acrylamide (as residual)	79-06-1	0 – 499 PPM

Prepared by SNF Regulatory Affairs



CERTIFICATE OF ANALYSIS

Polydyne Inc.
ONE CHEMICAL PLANT ROAD

RICEBORO GA 31323

CUSTOMER NAME :
CITY OF PORT ORANGE - GARNSEY W.T.P.

OA #: 1267220 - 1 - 1

PORT ORANGE 001

913867655472

BRENT DAVIS/

CITY OF PORT ORANGE,FL
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE FL 32129-1759
UNITED STATES

POLYDYNE PRODUCT NAME : CLARIFLOC A-210P				
PURCHASE ORDER NR : VERBAL			DATE : 03/06/2019	
AMOUNT : 2300 LB			QUALITY CONTROL	QC
	UNIT	SPECIFICATION	BATCH NUMBER RA10/3595M	TEST
BULK BROOKFIELD VISCOSITY	cps	500 - 2000	700	1010 A
NON VOLATILE SOLIDS	%	34.0 - 41.0	35.5	1050 A
UL BROOKFIELD VISCOSITY	cps	7.50 - 9.30	9.01	1019 A
RESIDUAL ACRYLAMIDE	ppm	0 - 499	ND	1001 A
			Date : 03/06/2019 Signature Todd Woodruff	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

If ND appears in the result column, that means under the limit of detection.

For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, April 16, 2019** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Inc.

P.O. Box 279
Riceboro, GA 31323
United States
800-848-7659
724-728-1847

Facility : Newell, PA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CLARIFLOC C-4410	Coagulation & Flocculation	100mg/L

Polydyne Incorporated

P.O. Box 279
Riceboro, GA 31323
United States
800-848-7659

Facility : # 88 USA

Aluminum Chlorohydrate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-1200	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Blended Coagulation Chemicals

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-1252	Coagulation & Flocculation	250mg/L
Clarifloc® C-1253	Coagulation & Flocculation	250mg/L
Clarifloc® C-1452	Coagulation & Flocculation	250mg/L
Clarifloc® C-1454	Coagulation & Flocculation	250mg/L
Clarifloc® C-1650	Coagulation & Flocculation	250mg/L

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-1100	Coagulation & Flocculation	250mg/L
Clarifloc® C-1200	Coagulation & Flocculation	250mg/L
Clarifloc® C-1250	Coagulation & Flocculation	250mg/L
Clarifloc® C-1251	Coagulation & Flocculation	250mg/L
Clarifloc® C-1400	Coagulation & Flocculation	250mg/L
Clarifloc® C-1450	Coagulation & Flocculation	250mg/L
Clarifloc® C-1451	Coagulation & Flocculation	250mg/L
Clarifloc® C-1453	Coagulation & Flocculation	250mg/L
Clarifloc® C-1500	Coagulation & Flocculation	250mg/L
Clarifloc® C-1550	Coagulation & Flocculation	250mg/L
Clarifloc® C-1551	Coagulation & Flocculation	250mg/L
Clarifloc® C-1600	Coagulation & Flocculation	250mg/L
Clarifloc® C-1651	Coagulation & Flocculation	250mg/L
Clarifloc® PRXB27	Coagulation & Flocculation	250mg/L
Clarifloc® PRXCo1	Coagulation & Flocculation	250mg/L
Clarifloc® PRXCo2	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-1000	Coagulation & Flocculation	307mg/L
Clarifloc® C-1050	Coagulation & Flocculation	307mg/L
Clarifloc® C-1051	Coagulation & Flocculation	307mg/L
Clarifloc® C-1052	Coagulation & Flocculation	307mg/L
Clarifloc® C-1700	Coagulation & Flocculation	200mg/L
Clarifloc® C-1750	Coagulation & Flocculation	200mg/L
Clarifloc® C-1751	Coagulation & Flocculation	200mg/L
Clarifloc® C-1752	Coagulation & Flocculation	200mg/L
Clarifloc® C-1753	Coagulation & Flocculation	200mg/L
Clarifloc® C-1754	Coagulation & Flocculation	200mg/L

Clarifloc® C-5100	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA01	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA02	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA03	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA04	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA05	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA06	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA07	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA08	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA10	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA11	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA12	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA13	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA14	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA15	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA16	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA17	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA18	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA19	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA20	Coagulation & Flocculation	50mg/L
Clarifloc® PRXB01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB02	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB03	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB04	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB05	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB07	Coagulation & Flocculation	83mg/L
Clarifloc® PRXB08	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB09	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB12	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB13	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB14	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB15	Coagulation & Flocculation	30mg/L
Clarifloc® PRXB16	Coagulation & Flocculation	30mg/L
Clarifloc® PRXB17	Coagulation & Flocculation	20mg/L
Clarifloc® PRXB18	Coagulation & Flocculation	20mg/L
Clarifloc® PRXB19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB21	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB22	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB23	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB24	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB25	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB26	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB28	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB29	Coagulation & Flocculation	200mg/L

Clarifloc® PRXB30	Coagulation & Flocculation	67mg/L
Clarifloc® PRXB31	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB32	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB33	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB34	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB35	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC03	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC04	Coagulation & Flocculation	200mg/L
Clarifloc® PRXC05	Coagulation & Flocculation	200mg/L
Clarifloc® PRXC06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC08	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC09	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC12	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC13	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC14	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC15	Coagulation & Flocculation	20mg/L
Clarifloc® PRXC16	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC17	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC18	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXD01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD02	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD03	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD04	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD05	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD08	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD10	Coagulation & Flocculation	200mg/L

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Facility : # 88 USA

Polyacrylamide[PC]

Trade Designation

Product Function

Max Use

Clarifloc® C-6262 PWG	Coagulation & Flocculation	1mg/L
Clarifloc® C-6276 PWG	Coagulation & Flocculation	1mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® 12781	Coagulation & Flocculation	20mg/L
Clarifloc® 12976	Coagulation & Flocculation	20mg/L
Clarifloc® 12980	Coagulation & Flocculation	20mg/L
Clarifloc® 13276	Coagulation & Flocculation	125mg/L
Clarifloc® 13280	Coagulation & Flocculation	20mg/L
Clarifloc® 13281	Coagulation & Flocculation	15mg/L
Clarifloc® 14476	Coagulation & Flocculation	142mg/L
Clarifloc® 14480	Coagulation & Flocculation	50mg/L
Clarifloc® 14481	Coagulation & Flocculation	50mg/L
Clarifloc® 14681	Coagulation & Flocculation	125mg/L
Clarifloc® C-1005	Coagulation & Flocculation	155mg/L
Clarifloc® C-1010	Coagulation & Flocculation	100mg/L
Clarifloc® C-1015	Coagulation & Flocculation	66mg/L
Clarifloc® C-1020	Coagulation & Flocculation	50mg/L
Clarifloc® C-1025	Coagulation & Flocculation	40mg/L
Clarifloc® C-1150H	Coagulation & Flocculation	20mg/L
Clarifloc® C-1309H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2005	Coagulation & Flocculation	155mg/L
Clarifloc® C-2010	Coagulation & Flocculation	163mg/L
Clarifloc® C-2015	Coagulation & Flocculation	147mg/L
Clarifloc® C-2020	Coagulation & Flocculation	114mg/L
Clarifloc® C-2110	Coagulation & Flocculation	50mg/L
Clarifloc® C-2220H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2238	Coagulation & Flocculation	50mg/L
Clarifloc® C-2317	Coagulation & Flocculation	142mg/L
Clarifloc® C-5025	Coagulation & Flocculation	163mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website (<http://www.polydyneinc.com>)

Facility : Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Riceboro, GA**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyacrylamide[PC]

Trade Designation	Product Function	Max Use
Clarifloc C-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L

Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6242 PWG	Coagulation & Flocculation	1mg/L
Clarifloc® C-6257 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 A PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Dolton, IL

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility : Plaquemine, LA

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc A-210P	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Pearlington, MS**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Polyamines[PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polydyne, Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

800-848-7659

Facility : # 15 USA

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-2005	Coagulation & Flocculation	400mg/L
Clarifloc® C-2015	Coagulation & Flocculation	333mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : # 25 USA

Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-1252	Coagulation & Flocculation	250mg/L
Clarifloc® C-1253	Coagulation & Flocculation	250mg/L
Clarifloc® C-1254	Coagulation & Flocculation	250mg/L
Clarifloc® C-1310	Coagulation & Flocculation	250mg/L
Clarifloc® C-1400	Coagulation & Flocculation	250mg/L
Clarifloc® C-1452	Coagulation & Flocculation	250mg/L
Clarifloc® C-1550	Coagulation & Flocculation	250mg/L
Clarifloc® C-1552	Coagulation & Flocculation	250mg/L
Clarifloc® C-1650	Coagulation & Flocculation	250mg/L
Clarifloc® C-1651	Coagulation & Flocculation	250mg/L
Clarifloc® C-1700	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polydyne, Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Facility : Newell, PA**Poly (Diallyldimethylammonium Chloride)(pDADMAC)****Trade Designation**

CLARIFLOC C-4410

Product Function

Coagulation & Flocculation

Max Use

100mg/L

Number of matching Manufacturers is 6

Number of matching Products is 334

Processing time was 0 seconds



POLYDYNE

CLARIFLOC A-210P POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC A-210P is a **medium** charge polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-210P is NSF certified for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.7-8.9 Lbs/Gal
Anionicity	30 %
Active Polyacrylamide Min.	29%
Viscosity (0.5% Sol'n)	600-1200 cPs
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC A-210P is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	7.5 - 9.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC A-210P, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC A-210P is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ A-210P**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

This product is a mixture.

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 45%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Carbon oxides (CO_x). Nitrogen oxides (NO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage**7.1. Precautions for safe handling**

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection**8.1. Control parameters***Occupational exposure limits:*

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours)

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

i) *Hand protection:* PVC or other plastic material gloves.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

<i>a) Appearance:</i>	Viscous liquid, Milky.
<i>b) Odour:</i>	Aliphatic.
<i>c) Odour Threshold:</i>	No data available.
<i>d) pH:</i>	5.5 - 8.5 @ 5 g/L
<i>e) Melting point/freezing point:</i>	< 5°C
<i>f) Initial boiling point and boiling range:</i>	> 100°C
<i>g) Flash point:</i>	Does not flash.
<i>h) Evaporation rate:</i>	No data available.
<i>i) Flammability (solid, gas):</i>	Not applicable.

j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/litre @ 20°C
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	No data available.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

SECTION 11: Toxicological information**11.1. Information on toxicological effects**Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg. (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), α-tridecyl-ω-hydroxy-, branched</i></u>	
<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg.
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
<i>Reproductive toxicity:</i>	Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information**12.1. Toxicity**Information on the product as supplied:

Acute toxicity to fish:	LC50/Oncorhynchus mykiss/96 hours > 100 mg/L. (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours > 100 mg/L. (Estimated)
Acute toxicity to algae:	IC50/Algae/72 hours > 100 mg/L (Estimated)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L. (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L. (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Not readily biodegradable.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), *n*-tridecyl-*w*-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information***Land transport (DOT)***

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information***15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture***Information on the product as supplied:TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

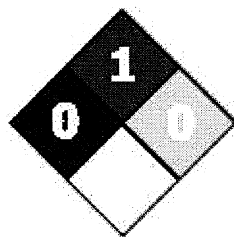
Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other informationNFPA and HMIS Ratings:NFPA:

Health:	0
Flammability:	1
Instability:	0

HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 3. Composition/information on ingredients, SECTION 6. Accidental release measures, SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 19.01.a

ENAC001A

The information provided in this Safety Data Sheet 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 guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered 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 materials or in any process, unless specified in the text.



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: April 25, 2019

SUBJECT: Award ITB 19 05 Chemicals for Water and Wastewater Plant Operations – Allied Universal Corporation and Solenis LLC

REQUEST:

The Public Works & Utilities Department requests City Council approval to award ITB 19-05, Chemicals for the Water and Wastewater Plant Operations, to Solenis LLC for the Anionic Polymer for \$8.74 per gallon and Allied Universal Corporation for the Liquid Sodium Bisulfite for \$1.75 per gallon.

PURPOSE:

The purpose of this request is to maintain compliance with state and federal regulatory requirements for operation of the water and wastewater treatment plants in accordance with the state issued operating permits.

CONSIDERATION:

The Public Utilities Department uses various chemicals in the operation of the water plant and the water reclamation treatment plant.

On March 25, 2019, the City released ITB 19-05, Chemicals for Water and Wastewater Plant. Two bids were received for the Anionic Polymer:

Solenis LLC	\$8.74/gallon
Polydyne Inc.	\$9.68/gallon

Five bids were received for the Liquid Sodium Bisulfite:

Allied Universal Corp	\$1.75/gallon
Brenntag Mid-South	\$1.88/gallon
Odyssey Mfg. Co.	\$1.95/gallon
Harcros Chemicals	\$2.29/gallon
Thatcher Chemical	\$2.37/gallon

After review of the bids submitted, recommendation is to award Solenis LLC for the purchase of Anionic Polymer, \$8.74/gallon and Allied Universal Corporation for the purchase of Liquid Sodium Bisulfite for \$1.75/gallon.

Once awarded, successful bidders will be required to enter into a Standard Contract for Supplies for a period of one-year with an option for renewal for two (2) one (1) year periods. Annual spending authority is subject to budget appropriations and City Manager to approve any amendments required to implement proposed rate increases and exercise renewal options

FUNDING:

Water Treatment Plant

401-0200-533-5219 FY19 \$95,228.04

Water Reclamation Facility

401-0400-535-5219 FY19 \$210,192.44

RECOMMENDATION:

The Public Works & Utilities Department requests City Council approval to award ITB 19-05, Chemicals for the Water and Wastewater Plant Operations, to Solenis LLC for the purchase of Anionic Polymer for \$8.74 per gallon and Allied Universal Corporation for the purchase of Liquid Sodium Bisulfite for \$1.75 per gallon.

ATTACHMENTS:

1. ITB 19 05 Chemical for Water and Wastewater Plant Operations
2. Notice of Intent to Award
3. ITB 19 05 Bid Tabulation
4. ITB 19 05 Bid Submittals
5. Justification Memo



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C9b) Intent to award ITB 19-01 for the Police Shooting Range to Carr & Collier Inc.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve the intent to award ITB 19-01 Police Shooting Range to Carr & Collier Inc., subject to Contractor's execution of the final contract documents as approved by the City Manager and City Attorney, and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: ITB 19-01 for the Police Shooting Range was released on March 21, 2019. Bid opening was held on May 2, 2019. There were 7 bidders. After review of the bids received, staff recommends Carr & Collier Inc. of Leesburg, FL with a bid of \$1,477,354 as the lowest responsible bidder.

Project No.: CNE009
CNE009
CNE009

Funding Account No.: 314-1000-521.63-97
317-1010-519.63-97
607-3200-521.63-97

Presenter:

ATTACHMENTS:

1.	ITB 19-01 Police Shooting Range Tabulation Sheet - (05.02.2019)	ITB 19-01 Police Shooting Range Tabulation Sheet - (05.02.2019).pdf
2.	19-01 Carr & Collier Inc	19-01 Carr & Collier Inc.pdf
3.	ITB 19-01 POLICE SHOOTING RANGE - FINAL	ITB 19-01 POLICE SHOOTING RANGE - FINAL.pdf
4.	ITB 19-01 Police Shooting Range Notice to Intent to Award	ITB 19-01 Police Shooting Range (05-16- 19).pdf

Eric Fisher
William Proctor
Thomas Grimaldi
James Tillman
Margaret Roberts

Created/Initiated - 4/4/2019
Approved - 4/4/2019
Approved - 4/5/2019
Approved - 5/6/2019
Approved - 5/9/2019

Jake Johansson
Robin Fenwick

Approved - 5/9/2019
Final Approval - 5/9/2019



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-19-01
ITB TITLE: POLICE SHOOTING RANGE
OPENING DATE/TIME: 5/2/2019 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		D & M Construction Gainesville FL	Saboughgi Ormond Beach FL	MGN Construction Ormond Beach FL	Kirton Enterprises Inc Port Orange FL
1	Form 7.2 – Vendor’s Acknowledgement	YES	YES	YES	YES
2	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	YES
3	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	YES
4	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	YES
5	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	YES
6	Form 7.7 – Authorized Signatures/Negotiators	YES	YES	YES	YES
7	Form 7.8– Statement of Vendor’s Qualifications	YES	YES	YES	YES
8	Form 7.9 – Professional References for	YES	YES	YES	YES
9	Form 7.10 – Listing of Subcontractors	YES	YES	YES	YES
10	Form 7.12 – Local Business Affidavit of Eligibility	YES	YES	YES	YES
11	Form 7.13 – Certificate as to Corporate Principal	YES	YES	YES	YES
12	Attachment 1 - Bid Proposal	YES	YES	YES	YES
13	Bid Bond	YES	YES	YES	YES
14	Copy of General Contractors License	YES	YES	YES	YES
	1 Original, 1 Digital (CD or flash drive)in PDF format.	YES	YES	YES	YES
	Deemed Responsive	YES	YES	YES	YES
	Days to Start/Complete	10/160	?/210	60/250	7/180
	Complete Scope of Work per ITB# 19-01	\$1,917,653.99	\$2,038,273.15	\$2,355,854.00	\$1,630,873.11
	Complete Scope of Work per ITB# 19-01 without including: Berms and Land Elevation of the Rifle Range	\$1,883,623.69	\$1,898,300.00	\$2,161,690.00	\$1,437,873.11
	Complete Scope of Work per ITB# 19-01 without including: Storage Building	\$1,883,868.88	\$1,998,500.00	\$2,307,854.00	\$1,606,673.11
	Opened and tabulated by:	David Van Valkenburgh Purchasing Agent			
	Witnessed by:	Joseph Castro Purchasing Buyer			

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-19-01
ITB TITLE: POLICE SHOOTING RANGE
OPENING DATE/TIME: 5/2/2019 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		D.J. Haycook Construction New Smyrna Beach FL	A.G. Pifer Construction Daytona Beach FL	Carr & Collier Leesburg FL	Vendor
1	Form 7.2 – Vendor’s Acknowledgement	YES	YES	YES	
2	Form 7.3 – Addendum and Change Order Procedure	YES	YES	YES	
3	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES	YES	
4	Form 7.5 – Public Entity Crimes Statement	YES	YES	YES	
5	Form 7.6 – Affidavit of Anti-Collusion	YES	YES	YES	
6	Form 7.7 – Authorized Signatures/Negotiators	YES	YES	YES	
7	Form 7.8– Statement of Vendor’s Qualifications	YES	YES	YES	
8	Form 7.9 – Professional References for	YES	YES	YES	
9	Form 7.10 – Listing of Subcontractors	YES	YES	YES	
10	Form 7.12 – Local Business Affidavit of Eligibility	YES	YES	YES	
11	Form 7.13 – Certificate as to Corporate Principal	YES	YES	YES	
12	Attachment 1 - Bid Proposal	YES	YES	YES	
13	Bid Bond	YES	YES	YES	
14	Copy of General Contractors License	YES	YES	YES	
	1 Original, 1 Digital (CD or flash drive)in PDF format.	YES	YES	YES	
	Deemed Responsive	YES	YES	YES	
	Days to Start/Complete	10/190	45/255	30/210	
	Complete Scope of Work per ITB# 19-01	\$1,871,000.00	\$1,795,000.00	\$1,477,354.00	\$0.00
	Complete Scope of Work per ITB# 19-01 without including: Berms and Land Elevation of the Rifle Range	\$1,838,500.00	\$1,771,800.00	\$1,427,354.00	\$0.00
	Complete Scope of Work per ITB# 19-01 without including: Storage Building	\$1,843,200.00	\$1,778,727.00	\$1,451,354.00	\$0.00
	Opened and tabulated by:	David Van Valkenburgh Purchasing Agent			
	Witnessed by:	Joseph Castro Purchasing Buyer			

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 – Authorized Signatures/Negotiators
- X Form 7.8– Statement of Vendor’s Qualifications
- X Form 7.9 – Professional References for Previous Experience
- X Form 7.10 – Listing of Subcontractors
- X Form 7.12 – Local Business Affidavit of Eligibility
- X Form 7.13 – Certificate as to Corporate Principal
- X Attachment 1 – Bid Proposal
- X Bid Bond
- X Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: **Carr & Collier Inc.**

Name of Business


Authorized Signature **Reynolds Holiman**

05/02/2019

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):

Carr & Collier Inc.

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Reynolds Holiman, Vice President

NAME, TITLE, TYPED

20-3943756

FEDERAL IDENTIFICATION #

1410 Emerson Street

MAILING ADDRESS

Leesburg, FL 34748

CITY, STATE & ZIP CODE

352-314-3625/352-240-3439

TELEPHONE NUMBER / FAX NUMBER

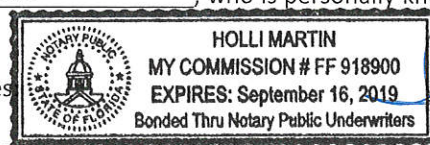
estimate@carrandcollier.com

E-MAIL ADDRESS

STATE OF **Florida** COUNTY OF **Lake**

The foregoing instrument was acknowledged before me this day of **May 2**, 20**19** by **Reynolds Holiman**, 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 # 1 Date: 04/25/2019 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."

Carr & Collier Inc.

Name of Business

By: [Signature]

Printed Name: Reynolds Holiman

Title: Vice President

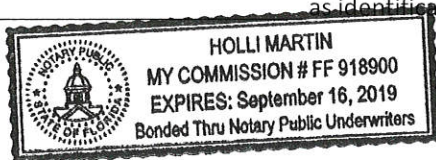
STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of May, 2019, by
Reynolds Holiman, as Vice President of
(NAME) (TITLE)
Carr & Collier Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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.

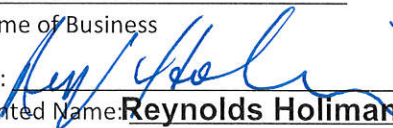
In order to have a drug-free workplace program, a business shall:

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.

Carr & Collier Inc.

Name of Business

By: 

Printed Name: **Reynolds Holiman**

Title: **Vice President**

STATE OF **Florida**

COUNTY OF **Lake**

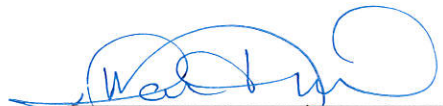
Sworn to (or affirmed) and subscribed before me this **2nd** day of **May**, 20**19**, by
Reynolds Holiman, as **Vice President** of
(NAME) (TITLE)
Carr & Collier Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

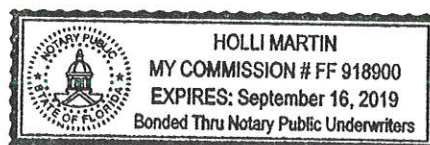
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal


 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 Reynolds Holiman, who, being by me first duly sworn, made the following statement:

1. The business address of Carr & Collier Inc. (name of Offeror or business) is
1410 Emerson Street, Leesburg, FL 34748.
2. My relationship to Carr & Collier Inc. (name of Offeror or business) is Vice 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.)~~

Carr & Collier Inc.

Name of Business

By: Reynolds Holiman

Printed Name: Reynolds Holiman

Title: Vice President

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of May, 20 19, by
Reynolds Holiman, as Vice President of
Carr & Collier Inc. and who:

[Notary: Please select one]

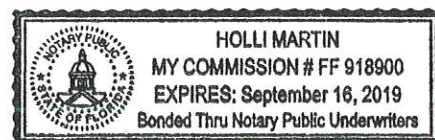
☒ is personally known to me; or

☐ 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 7.6 – ANTI-COLLUSION FORM

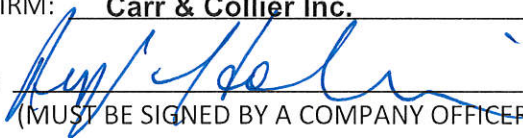
ANTI-COLLUSION STATEMENT BID FORM:

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: Carr & Collier Inc.

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

PRINTED SIGNATURE: Reynolds Holiman

TITLE: Vice President

ADDRESS: 1410 Emerson Street

CITY: Leesburg STATE: FL ZIP CODE: 34748

TELEPHONE: 352-314-3625 FAX: 352-240-3439

COMPLETION TIME: 210 days

F.E.I.N. NUMBER: 20-3943756

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

NO BID (REASON): n/a

This document must be completed and returned with your Submittal

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

Phone #

352-314-3625

352-240-3439

(Authorized Signature)

Reynolds Holiman, Vice President

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FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

- A. Name of Vendor. **Carr & Collier Inc.**
- B. Permanent main office address. **1410 Emerson Street, Leesburg, FL 34748**
- C. Date organized. **12/15/2005**
- D. If a corporation, where incorporated. **Florida**
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
1.5 years. (previous name was Villages Construction, Inc. Changed our name at the request of The Villages.)
- 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.
Sitework, Utilities, Drainage, Earthwork, Lift Stations, Base, Paving
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
n/a
- 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
- K. List your major equipment currently owned or leased.
See Attached
- L. Experience in work similar to this type of project.
See Attached
- M. Background and experience of the principal members of your organization, including the officers.
See Attached
- N. Credit currently available: \$ **\$1,000,000 +**
- O. Give bank reference: **Darla Leonard, Seacoast Bank 352-483-9100**
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes

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

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

Carr & Collier Inc.

Name of Business

By: [Signature]

Printed Name: Reynolds Holiman

Title: Vice President

STATE OF Florida

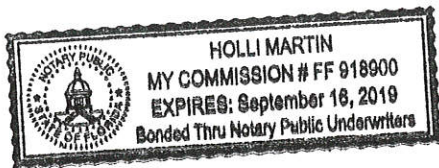
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of May, 2019, by
Reynolds Holiman as Vice President of
Carr & Collier 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: City of Cape Canaveral
Contact Person: Jeff Ratliff
City, State: Cape Canaveral, FL 32920
Telephone Number: 321-868-1240
Email Address: j.ratliff@cityofcapecanaveral.org
Description of goods or Services provided: Install 4,000 exfiltration pods, 9500 tons of exfiltration stone, storm piping and restored 2 baseball fields
Contract Amount: \$1,710,936.94 (less amounts for owner purchases and value engineering)
Start/End Date of Contract: August 2016 - March 2017
2. Company Name: City of Titusville
Contact Person: Jesus Vieiro
City, State: Titusville, FL 32781
Telephone Number: 321-567-3733
Email Address: jesus.vieiro@titusville.com
Description of goods or Services provided: Construction of a storm water exfiltration and baffle box system in an existing public park. New Trellises, shelters, amenities, Landscaping, Rip Rap on the River.
Contract Amount: \$1,350,020
Start/End Date of Contract: October 2017 - August 2018
3. Company Name: PB-00470 South Cell Lot and Utilities at Orlando International Airport
Contact Person: Mark Jansen
City, State: Orlando, FL 32827
Telephone Number: 321-695-5061
Email Address: mjansen@aidinc.us
Description of goods or Services provided: Construct the new South Cell Lot at the northeast corner of Jeff Fuqua Boulevard and South Park Place, consisting of a new 13,000 square yard asphalt concrete parking lot for approximately 200 vehicles. Work includes clearing and grubbing, embankment, storm drainage facilities, base and surface course, concrete curb, landscaping, irrigation, site utilities, site electrical and lighting, directions and campus signage, pavement marking and associated work.
Contract Amount: \$3,839,532
Start/End Date of Contract: January 2018 - November 2018

** Continued below.*

This document must be completed and returned with your Submittal.

*

Construct a new 16" water main approximately 7,500 feet long. The new main will connect to the existing water main located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing water main at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard. Construct a 4" by 6-way duct bank with concrete cap. The ductbank will connect to the existing manhole located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing manhole at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Leesburg Concrete Co Inc.

Description of Work: Precast concrete building

Percent of Contract Price: 5%

Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: Hercules Fence Co

Description of Work: Fence

Percent of Contract Price: 6%

Previous Experience Together: Yes/No Yes

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 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws of 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): 19-01BUSINESS NAME: Carr & Collier Inc.CONTACT PERSON/TITLE: Reynolds Holiman, Vice PresidentMAILING ADDRESS: 1410 Emerson StreetCITY-STATE-ZIP: Leesburg, FL 34748Length of Time at Address Provided: 6 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 20-3943756BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 352-314-3625 FAX: 352-240-3439EMAIL: estimate@carrandcollier.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 Reynolds Holiman who, after being sworn according to law, stated that he or she was authorized to represent Carr & Collier Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME



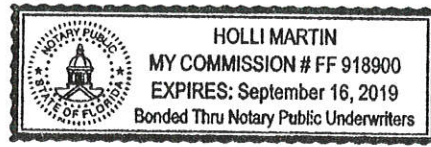
SIGNATURE OF NOTARY PUBLIC
THIS 2nd DAY OF May, 2019

My Commission Expires: 09/16/2019

 05/02/2019
SIGNATURE OF AFFIANT DATE

Reynolds Holiman, Vice President
PRINTED NAME OF AFFIANT / TITLE

Carr & Collier Inc.
COMPANY



NOTARY SEAL

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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



Karen Rayl
Signature **Karen Rayl, Secretary**

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

CITY of PORT ORANGE

BID FORM

ITB # 19-01

POLICE SHOOTING RANGE FACILITY

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.

Carr & Collier Inc.		NAME OF BUSINESS:		
Reynolds Holiman		CONTACT PERSON:		
estimate@carrandcollier.com		EMAIL ADDRESS:		
Reynolds Holiman		AUTHORIZED NAME:		
		AUTHORIZED SIGNATURE:		
LEASE FEE PROPOSAL				
ITEM #	DESCRIPTION	PROPOSED PRICE	Project start time after CONTRACT AWARD (specify number of days)	Project completion time after CONTRACT AWARD (specify number of days)
1	Complete Scope of Work per ITB# 19-01	\$1,477,354.00	30	210
2	Complete Scope of Work per ITB# 19-01 without including: <u>Berms and Land Elevation of the Rifle Range</u>	\$1,427,354.00	30	200
3	Complete Scope of Work per ITB# 19-01 without including: <u>Storage Building</u>	\$1,451,354.00	30	200
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER				



**"ATTACHMENT 2" DETAIL SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE**

**BID FORM
ITB# 19-06**

POLICE SHOOTING RANGE FACILITY

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

Instructions to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:				Carr & Collier Inc.		
CONTACT PERSON:				Reynolds Holimans		
EMAIL ADDRESS:				estimate@carrandcollier.com		
AUTHORIZED NAME:				Reynolds Holimans		
AUTHORIZED SIGNATURE:						

Description	Qty.	Unit	Unit Price	Amount	Project start time after CONTRACT AWARD (specify number of days)	Project completion time AFTER STARTING: (specify number of days)
DIVISION 1 - GENERAL CONDITIONS						
Mobilization	1	LS	\$100,000.00	\$ 100,000.00		
SUBTOTAL				\$ 100,000.00		
EARTHWORK/EXCAVATION						
Silt Fence & SWPPP Maintenance	5,911	LF	\$3.00	\$ 17,733.00		
Clearing and Grubbing	18	AC	\$5,000.00	\$ 90,000.00		
Excavation (Include Dewatering)	1	LS	\$246,000.00	\$ 246,000.00		
Fill & Grading	58,880	CY	\$2.00	\$ 117,760.00		
- Misc if Applicable	2	CY	\$50.00	\$ 100.00		
- Misc if Applicable	2	CY	\$50.00	\$ 100.00		
Construction Entrance w/ maintenance	1	LS	\$2,400.00	\$ 2,400.00		
SUBTOTAL				\$ 474,093.00		
PAVING						
6" Recycled Asphalt	4,580	SY	\$13.00	\$ 59,540.00		
12" Subbase	4,580	SY	\$7.00	\$ 32,060.00		
Recycled Asphalt 5' Path	72	SY	\$15.00	\$ 1,080.00		
4" Concrete Sidewalk	4,165	SF	\$5.00	\$ 20,825.00		
Striping and Signage	1	LS	\$3,100.00	\$ 3,100.00		
Seed & Mulch	55,340	SY	\$1.00	\$ 55,340.00		
SUBTOTAL				\$ 171,945.00		
POTABLE WATER SYSTEM						

System includes all related design, materials, and labor from water treatment system building enclosure to building connections & stub outs. Including but not limited to valves, fittings, piping, & permitting with Health Dept.	1	LS	\$7,000.00	\$ 7,000.00		
Water Treatment System - includes all related design, materials, electrical controls, building enclosure, well pump, well construction, piping within building, associated labor & permitting with Health Dept.	1	LS	\$28,000.00	\$ 28,000.00		
SUBTOTAL				\$ 35,000.00		
SANITARY SEWER SYSTEM						
System includes all related parts from building connections & stub outs to Drainfield. Including but not limited to valves, fittings, pump tank, septic tank, 1.5" forcemains, 6" PVC gravity, cleanouts, electrical equipment/wiring, pumps, & permitting with Health Dept.	1	LS	\$60,000.00	\$ 60,000.00		
SUBTOTAL				\$ 60,000.00		
ELECTRICAL SYSTEM						
System includes all related design, materials, and labor from building connections to Transformer/ Meter. Including but not limited to design, labor, wiring, conduits, plugs, breakers, building connections, well connections, pump station connections and as-built drawings.	1	LS	\$55,000.00	\$ 55,000.00		
SUBTOTAL				\$ 55,000.00		
STORM DRAINAGE						
15" RCP Class III	19	LF	\$51.00	\$ 969.00		
18" RCP Class III	391	LF	\$41.00	\$ 16,031.00		
24" RCP Class III	659	LF	\$57.00	\$ 37,563.00		
12"x18" ERCP Class III	63	LF	\$47.00	\$ 2,961.00		
Type "C" Inlet	2	LF	\$1,800.00	\$ 3,600.00		
DCS - 1 (Type "C" Box w/ Aluminum Skimmer)	1	LS	\$3,500.00	\$ 3,500.00		
DCS - 2 (Type "C" Box w/ Aluminum Skimmer)	1	LS	\$3,500.00	\$ 3,500.00		
Type "E" Inlet	5	EA	\$2,500.00	\$ 12,500.00		
15" MES	4	EA	\$1,000.00	\$ 4,000.00		
18" MES	2	EA	\$1,100.00	\$ 2,200.00		
24" MES	2	EA	\$1,400.00	\$ 2,800.00		
SUBTOTAL				\$ 89,624.00		
MISCELLANEOUS						

8' High Concrete Protection Wall (includes Design)	380	LF	\$240.00	\$	91,200.00		
7' + 1' Chainlink Fence/w Barbed Wire	4,586	LF	\$22.00	\$	100,892.00		
Security Gate	2	EA	\$1,600.00	\$	3,200.00		
Prefab. Restroom Building (plan sheet C16)	1	LS	\$90,000.00	\$	90,000.00		
Prefab. Metal Storage Building (plan sheet C15)	1	LS	\$16,000.00	\$	16,000.00		
Bullet Trap	1	LS	\$134,000.00	\$	134,000.00		
Geogrid	1	LS	\$63,000.00	\$	63,000.00		
Building Foundations	1	LS	\$25,000.00	\$	25,000.00		
Utility Dewatering	1	LS	\$16,000.00	\$	16,000.00		
As-Built Drawings	1	LS	\$3,000.00	\$	3,000.00		
Testing	1	LS	\$2,400.00	\$	2,400.00		
Markers, Target & Firing Line	1	LS	\$2,000.00	\$	2,000.00		
SUBTOTAL				\$	546,692.00		
TOTAL					\$1,477,354.00		

OWNER CLARIFICATIONS

The principal items of work shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is done. Contractor shall perform his own quantity take-off and shall submit his bid showing the units of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work to be performed. No claim shall be made against Owner/Architect or Engineer for any errors or omissions in the Contractor's items of work and quantities and the unit prices shall only be used as a basis of payment for items specifically added or deleted upon change order approved by Owner and as a basis for computing partial pay estimates when called for in the Contract. Contractor to obtain building permits for Prefabricated Buildings with costs included as part of the lump sum price.

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Carr & Collier Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1410 Emerson Street, Leesburg, FL 34748 Tel.: 352-314-3625, (hereinafter called "PRINCIPAL"), and Hartford Fire Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at One Hartford Plaza, Hartford, CT 06155 Tel.: 860-547-5000 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of FIVE percent of the amount bid dollars and ()/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 2, 2019, for:

Project Name / Bid No.: 19-01

Project Address: Pioneer Trail, New Smyrna Beach, FL 32168

Legal Description: See Attached

Description of Work: Construction of Police Shooting Range

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 2nd day of May, A.D. 2019, 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.

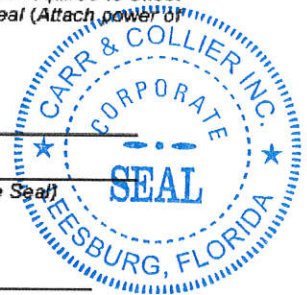
Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial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

PRINCIPAL: Carr & Collier Inc.

[Signature]
Signature
Reynolds Holiman, Vice President
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Karen Rayl
Corporate Secretary (Affix Corporate Seal)



WITNESSES:

SURETY: Hartford Fire Insurance Company

[Signature]
Attorney-in-Fact (signature)
Benjamin H French, Attorney in Fact & FL Resident Agent
Name & Title
same as above
Name of Local Resident Agent
Hartford, CT 06155
City, State, Zip
860-547-5000
Telephone:
A.M. Best No.: A+ XV NAIC No.: 19682

ATTEST:

[Signature]
Signature
Rebekah Wolf
Corporate Secretary CSR (Affix Corporate Seal)

STATE OF Florida

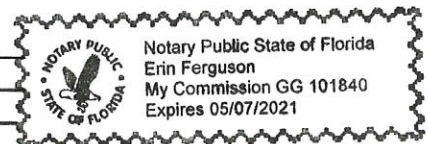
COUNTY OF Alachua

Before me this day personally appeared Benjamin H French (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Hartford Fire Insurance Company (corporate surety) and that this person has been authorized by Hartford Fire 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]
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 2nd day of May, 2019, by Benjamin H French, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC - STATE OF
Type or print name: Erin Ferguson
Commission No.: GG 101840
Commission Expires: 05/07/2021
(Seal)



.....
END OF BID BOND

This document must be completed and returned with your Submittal

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: WALDORFF INS & BONDING INC

Agency Code: 21-222556

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Benjamin H. French, Clyde D. Hare, Pamela L. Jarman, Paul A. Locascio, L. Dale Waldorff, K. Wayne Walker, Rebekah G. Wolf of FORT WALTON BEACH, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Mica M. Stranko

Mica M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of **May 2, 2019.**

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

FORM 7.8 (F)

CARR & COLLIER INC. STATUS OF CONTRACTS ON HAND						
1	2	3	4	5		6
PROJECTS OWNER, AND LOCATION OF WORK	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY Carr & Collier Inc.		ANTICIPATED DATE OF COMPLETION
				AS PRIME CONTRACTOR	AS SUBCONTRACT	
City of Orlando Emergency bypass Pump for Lift Station 219 @ OIA	\$ 765,995	\$ 124,350	\$ 641,645	\$ 321,000		Jun-19
Marion Cnty Stonecrest WWTF Covers Structures & Odor Control Unit	\$ 576,750	\$ 91,094	\$ 485,656	\$ 425,000		Oct-19
City of New Smyrna Beach Reconstruct Lift Station 11	\$ 911,137	\$ 168,159	\$ 742,978	\$ 515,000		Jun-19
TOHO Water Authority LS85 and LS 110 Odor Control Systems	\$ 767,500	\$ 67,937	\$ 699,563	\$ 375,000		Aug-19
GOAA OLD HBJ Building Fire Line Feeder on Dowden Road	\$ 611,078	\$ 147,841	\$ 463,237	\$ 92,000		Jun-19
TOHO Reclaimed Water System New Pump @ Well 3 and Raw Water	\$ 2,423,260	\$ 831,578	\$ 1,591,682	\$ 1,320,000		Aug-19
			\$ 4,624,761	\$ 3,048,000		
GRAND TOTAL UNCOMPLETED WORK TO BE DONE BY Carr & Collier Inc.				\$ 3,048,000		

FORM 7.8 (J)

Carr & Collier Inc.

Project: State Road 46 Utility Extensions

Owner: City of Mount Dora 1250 Highland Street Mount Dora, FL 32757

Owner Contact: Paul N. Lahr, P.E., lahrp@ci.mount-dora.fl.us, (352) 735-7155

Final Contract: \$4,209,616.99 Completion: November 2017

Designer: Booth, Ern, Straughan & Hiott, 902 North Sinclair Ave, Tavares, FL 32778

Description: The construction of the new City of Mount Dora, SR 46 Utility Extension Project, consisting of the following principal items: the installation of waterlines, reclaimed waterlines, force mains and gravity sewer via the open trench jack and bore and horizontal directional drill methods for the City of Mount Dora within the right-of-way of State Road 46 and Round Lake Road in Lake County, Florida.

6,500 LF 16" PVC Waterlines direct bury

1,700 LF Direction Drill 16" Waterlines

12,900 LF Reclaimed Waterlines

12,120 LF Force mains (8" – 12")

1,940 LF Gravity sewer

Project: Lift Station 6 Modifications

Owner: City of Maitland PW Dept. 1827 Fennell Street, Maitland, Florida 32751

Owner Contact: David Gonzalez dgonzalez@itsmymaitland.com, 407-875-1143

Final Contract: \$595,745.47 Completion: January 2018

Design Engineer: CPH Inc., 1117 E. Robinson St., Orlando, FL 32801

Description: Construction of a new duplex waste water pumping station in a highly congested urban location using the caisson sinking method. Maintenance of traffic and engineered lane closure on Highway US 17-92 is required. Job also entails bypass pumping, coatings, electrical and telemetry.

Project: Brickell Drive Regional Storm Water Treatment System

Owner: Deltona, Public Works Division, 255 Enterprise Road Deltona, FL 32725

Owner Contact: Phyllis A. Wallace pwallace@deltonafl.gov, (386) 878-8965

Final Contract: \$465,789.02 Completion: August 2018

Design Engineer: Avcon Inc. 5555 E. Michigan St., Suite 200, Orlando, FL 32822

Description: The project intends to improve water quality discharging into Lake Monroe by rerouting an existing ditch through a wetland. The treatment obtained in the wetland will improve water quality and reduce water quantity downstream.

Project: Gee Creek Erosion Control Phase I Sheet Piling

Owner: City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707

Owner Contact: Eric Decraene edecraene@casselberry.org (407) 262-7725 x1227

Final Contract: \$417,700 Completion: August 10, 2017

Design Engineer: CPH Engineering 117 E. Robinson St., Orlando, FL 32801

Description: Installation of over 7,000sf of PZ35 steel sheeting in a residential neighborhood along a creek shoreline with no vibrations allowed. Job was completed 1 month ahead of schedule.

Project Name: Sampey WWTP SCADA Improvements

Owner: City of Groveland 156 South Lake Avenue, Groveland, FL 34736
Owner Contact: James Huish, James.Huish@groveland-fl.com 352-429-2141
Final Contract: \$321,700 Completion: January 2018
Design Engineer: BESH, 902 N. Sinclair Ave, Tavares, FL 32778

Description: Electrical, control and telemetry modifications at an existing wastewater treatment plant. Special care was taken to work alongside and under many unknown and unlocated buried pipes and conduits. Conduits, connections, panels and components were all installed in existing active buildings, so special care is being taken to not disrupt plant operations.

Project: Salt Creek Box Culvert Improvements at 6 Locations

Owner: Seminole County 1301 East 1st Street, 3rd Floor Sanford, FL 32771
Owner Contact: Robert Bradley, rbradley02@seminolecountyfl.gov, (407) 665-7113
Final Contract: \$943,976.25 Completion: May 25, 2018
Designer: CDM Smith 2301 Maitland Center Parkway, Suite 300 Maitland, FL 32751

Description: Provide and install six (6) existing culverts in the Salt Creek System on the southeast shore of Lake Jessup. FDOT Prequalification required.

Project: Riverfront Park Improvements

Owner: City of Titusville PO Box 2806 Titusville, FL 32781-2608
Owner Contact: Jesus Vieiro, Jesus.Vieiro@titusville.com, 321-567-3733
Final Contract: \$1,350,020 Completion Date: August 2018
Design Engineer: Bellomo Herbert, 618 East South Street, Suite 600 Orlando, FL 32801

Description: Construction of a storm water exfiltration and baffle box system in an existing public park. New Trellises, shelters, amenities, Landscaping, Rip Rap on the River.

Project Lift Station #4P

Owner: Tohopekaliga Water Authority (TWA), 1628 S John Young Parkway, Kissimmee, FL 34741-4929
Owner Contact: Lan Zhou, lzhou@tohowater.com; 407-944-5027
Initial Contract: \$442,223.55 Completion Date: March 2018
Designer: CPH, 1117 East Robinson Street, Orlando, Florida 32801

Description: This project consists of the rehabilitation of Lift Station #4P located in Kissimmee, Florida. Work includes the installation of a new 10' diameter wet well and a

connection to the existing wetwell. This project also includes the interconnection between the 10-inch force main and the 20-inch force main along Poinciana Blvd and Mercantile. The project includes the replacement of 235 LF of 8-inch force main along Enterprise Drive with new 10-inch PVC force main. This project will also include the replacement of 95 LF of existing 8-inch VCP gravity sewer with 12-inch PVC gravity sewer that enters LS-4P. Work includes all by-pass piping of active gravity and force mains, support of existing mains.

Project: BP-00470 South Cell Lot and Utilities at Orlando International Airport

Owner: Greater Orlando Aviation Authority, 5850-B Cargo Road, Orlando, FL 32827

Owner Contact: Mark Jansen, mjansen@aidinc.us, 321-695-5061

Final Contract: \$3,839,532 Completion Date: November 2018

Designer: American Infrastructure Development Inc. 37 N. Orange Avenue, Suite 500, Orlando, FL 32801

Description: Construct the new South Cell Lot at the northeast corner of Jeff Fuqua Boulevard and South Park Place, consisting of a new 13,000 square yard asphalt concrete parking lot for approximately 200 vehicles. Work includes clearing and grubbing, embankment, storm drainage facilities, base and surface course, concrete curb, landscaping, irrigation, site utilities, site electrical and lighting, directional and campus signage, pavement marking and associated work. Construct a new 16" water main approximately 7,500 feet long. The new main will connect to the existing water main located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing water main at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard. Construct a 4" by 6-way duct bank with concrete cap. The ductbank will connect to the existing manhole located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing manhole at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard.

Project: Greenwood Odor Control

Owner: Seminole County, 1101 East 1st Street, Sanford, FL 32771

Owner Contact: David Ornberg, dornberg@seminolecountyfl.gov 407-252-0348

Final Contract: \$263,166 Completion Date: October 2018

Design Engineer: Reiss Engineering, 1016 Spring Villas Point Winter Springs, FL 32708

Description: Improvements to the odor control system and the Greenwood Lakes Water Reclamation Facility (WRF), including Site preparation and installation of concrete pad for the Odor Control system, installation of new yard piping associated with the Odor Control system including connection to the existing venting, installation of a new Odor Control system including water supply skid, odor control media tank, and all associated piping and appurtenances. Installation of new electrical equipment for electrical service to the Odor Control system components and installation of new instrumentation and control system equipment for the Odor Control system including control and alarm programming necessary to operate the new unit.

Project: East Lake Mary Blvd Reclaimed Water Main Extension Ph 2

Owner: City of Sanford, 300 N Park Ave, Sanford, FL 32771

Owner Contact: Katriina Bowman, CPH, kbowman@cphcorp.com 407-322-6841 x1019

Final Contract: \$366,627.00 Completion Date: August 2018

Design Engineer: CPH, 500 West Fulton St., Sanford, FL 32771

Description: Directional drilling approximately 2740 linear feet of new 12" polyethylene reclaimed water main and open cutting approximately 75 linear feet of new 12" PVC reclaimed water main plus the installation of new valves and blowoffs along the south side of East Lake Mary Blvd. from Ohio Avenue to Brisson Avenue.

Project: Canterbury Lane Drainage Improvements

Owner: City of Kissimmee, 101 N. Church Street, Suite 301, Kissimmee, FL 34741

Owner Contact: John Tulak, jtulak@kissimmee.org

Final Contract: \$875,570 Completion Date: October 2018

Design Engineer: Osceola Engineering, 1025 10th St., St. Cloud, FL 34769

Description: roadway reconstruction, milling and resurfacing, storm drainage structures and pipes, concrete sidewalks, maintenance of traffic, an endwall and outfall to Lake Tohopekaliga, removal and replacement of concrete driveways, implementation and up keep of a stormwater prevention plan, erosion control plan, a steel sheet pile seawall, jack and bore, and pavement marking.

Project: Solary Canal Stormwater Treatment Area Improvements

Owner: City of Winter Springs, 1126 East SR 434, Winter Springs, FL 32708

Owner Contact: Bryant Smith III, bsmith@winterspringsfl.org 321-427-1228

Final Contract: \$163,574 Projected Completion Date: May 2018

Design Engineer: CDM, 101 Southhall Lane, Suite 200, Maitland, FL 32751

Description: This stormwater treatment area improvements project includes the acquisition and installation of a Suntree Technologies Inc. Nutrient Removing Filtration System and associated piping, headwall extension, existing structure modifications, and excess sediment removal.

Project: Lift Station No. 4 Modifications and Rehabilitation

Owner: City of Maitland PW Dept. 1827 Fennell Street, Maitland, Florida 32751

Owner Contact: David Gonzalez dgonzalez@itsmymaitland.com, 407-875-1143

Final Contract: \$431,062 Completion: July 2018

Design Engineer: CPH Inc., 1117 E. Robinson St., Orlando, FL 32801

Description: furnish and install New Lift Station 4, including pumps, above ground piping, electrical controls and panel, brick wall, concrete driveway, and sidewalk.

Project: BP-00478 Airsides 1 and 3 Apron Rehabilitation PH 2

Owner: Greater Orlando Aviation Authority, 5850-B Cargo Road, Orlando, FL 32827

Owner Contact: Chris Kiefer, P.E., kiefferc@a2group.com 863-838-4978
Contract: \$1,241,655.40 Completion: January 2019
Designer: American Infrastructure Development Inc. 37 N. Orange Avenue, Suite 500,
Orlando, FL 32801

Description: The objective of this project is to replace existing concrete slabs that are severely distressed such as cracking, joint deficiencies surface defects, water bleeding and pumping, etc., for the aircraft parking aprons at Airside 1 and Airside 3 at the Orlando International Airport

Project: Lift Station T-38 Rehabilitation & FM Replacement

Owner: Brevard County, 2725 Judge Fran Jamieson Way, Viera, FL 32940
Owner Contact: Owen Callard, Owen.Callard@brevardfl.gov, 321-633-2089 x56727
Contract: \$546,766 Completion: April 2019

Description: Lift Station T-38 Rehabilitation and 4" FM Replacement with 6".

Project: Lift Station #218 Emergency Bypass & Turn Around

Owner: City of Orlando, 400 South Orange Ave, Orlando, FL 32801
Contract: \$765,995 Completion: April 2019

Description: Construction of the facilities consisting of, but not limited to, the following: Lift Station No. 218, Clearing and grubbing, excavation and grading for new asphalt driveway, construction of retaining wall, construction of asphalt driveway and concrete curbing, Installation of emergency bypass pump, Providing a bypass pumping system to divert wastewater flow around the manhole to perform the work in the manhole, Construction of 12-inch suction piping into manhole, construction of 12-inch discharge piping, relocation of fire hydrant, relocation of light pole and electrical box.

Project: Blue Springs Nutrient Reduction - East Graves Avenue and South Orange Avenue Drainage Improvements

Owner: City of Orange City
Owner Contact: Mariluz Diaz, mdiaz@ourorangecity.com 386-775-5440
Contract: \$768,016 Completion: March 2019
Design Engineer: Pegasus Engineering, 301 West SR 434, Ste 309, Winter Springs, FL 32708

Description: Construction of drainage retention ponds, drainage pipes, drainage structures, re-grading stormwater retention areas within rights of way, sidewalks, trenching, road restoration or road reconstruction across entire rights of ways over these drainage and utility improvements along East Graves Avenue and Orange Avenue South located within the City of Orange City.

FORM 7.8 (K)

CARR & COLLIER INC.

Equipment

001 - 2005 Ram 2500 4x4 (Saslo-Lease)
002 - 2013 Chevy 1500LT 4x2 Silverado
003 - 2015 Chevy 1500LT 4x4 Silverado
004 - 2016 GMC Denali LT 2500 4x4
005 - 2016 Ram 3500 4x4 Tradesman
008 - 2017 Ram 2500 4x4 Tradesman
009 - 2017 Ram 2500 4x4 Tradesman
010 - 2017 Ram 2500 4x4 Tradesman
011 - 2017 Ram 2500 4x4 Longhorn
012 - 2017 Ram 2500 4x4 Tradesman
013 - 2017 Ram 2500 4x4 Longhorn
016 - 2017 Chevy Tahoe
017 - 2017 GMC Yukon
018 - 1995 Ford L8000 Stellar Roll Off
019 - 2006 Chevy 6500 Flatbed
021-2017 2500 4x4 Tradesman
022 - 2003 Chevy 4500 Kodiak Mechanic Bo
023 - 2015 Ram 2500 4x4 Tradesman
024 - 2006 Chevy 6500 Flatbed Truck
025 - 2018 Chevy 2018 4x4 Silverado
026 - 2006 Chevy 6500 Flatbed
027 - 2018 Ram 2500
028 - 2018 Ram 2500
029-2017 Ford F350
030 - 2018 Chevy 1500LT 4x4 Silvera
031 - 2009 Kenworth T800 Rolloff
032 - 2012 Chevy 1500 LT 4x4 Silverado
033 - 2018 Dodge Ram 2500 4x4 Mega Cab
034 - 2003 Ford 550 Service Truck
101 - 2005 IR 185 CFM compressor
201 - 2005 John Deere EXC27ZTS
202 - 2004 Komatsu PC35 Excavator
203 - 2004 Kubota EXC 015 KX161-3
204 - 2015 CAT 308ED CR Excavator
205 - 2012 CAT 314D ICR Track Excavator
206 - 2014 CAT 321D L CR Excavator
207 - 2005 Komatsu PC 300 Excavator
208 - 2006 Komatsu PC 308 Excavator
209 - 2017 Komatsu PC 228 Excavator
210-2018 Komatsu PC 308 Excavator
211-2013 John Deere EXC 35D
212 - 2019 Kubota KX057-4R3a
213 - 2019 Kubota U55-4R3A

Equipment

301 - 2015 CAT 299D XHP Compact Track
302 - 2015 CAT 299D XHP Compact loader
303 - 2017 Kubota SK 95 Compact Loader
304 - 2000 763 Bobcat Skid Loader
305 - 2007 Komatsu WA250-5 Loader
306 - 2015 CAT 950K Loader
307 - 2017 Kubota SV 95 Comp Ldr
308 - 2018 Kubota SVL95-2SHFC
309 - 2018 Kubota SVL95-2SHFC
310 - 2007 Volvo L20 E
311 - 2019 Kubota SVL95-2SHFC
312 - 2019 Kubota SVL95-2SHFC
401 - 2010 CAT 420E IT BH Loader
402 - 2017 Komatsu D39PX-24 Dozer
403 - 2000 Lull 644B-42 Telehandler
404 - 1999 Fiat Allis FG65C Motor Grader
405 - 2002 Stone 48" single drum roller
601 - 1980 Aspt Trailer
602 - 2017 WLDM Trailer
603 - 2014 BIGT Trailer
604 - 2014 BIGT Trailer
605 - 2004 TCTC Trailer
606 - 2016 TYLT Hauler
607 - 2017 HMDE Hauler
608 - 1998 HMDE Cargo
609 - 2005 TRKI Hauler
610 - 2007 PTRK Goose
611 - 2003 HMDE Dump
612 - 2005 TCTC Dump
613 - 2005 TCTC Dump
501 - Trench Box
502 - Trench Box
503 - Trench Box
504 - Road Plate
505 - Road Plate
506 - Road Plate

FORM 7.8 (L)

Carr & Collier Inc.

Project: City Park Storm Water Retrofit

Owner: City of Cape Canaveral, 105 Polk Avenue, Cape Canaveral, FL 32920
Owner Contact: Jeff Ratliff J.Ratliff@cityofcapecanaveral.org, (321) 868-1240
Final Contract: \$1,710,936.94 (Less amounts for owner purchases and value engineering)
Completion Date: March 1, 2017
Designer: GeoSyntec/Lee Mullon 1511 East Sr 434, Suite 1005, Winter Springs, FL

Description: Install 4,000 exfiltration pods, 9500 tons of exfiltration stone, storm piping and restored 2 baseball fields. Contact Lee Mullon (407) 321-7030

Project: Deltona Lakeshore Trail - Project

Owner: City of Deltona, Public Works Division, 255 Enterprise Rd, Deltona, FL 32725
Owner Contact: Phyllis A. Wallace pwallace@deltonafl.gov, (386) 878-8965
Final Contract: \$560,166 Completion: March 17, 2017
Designer: Avcon Inc., 555 E. Michigan St., Suite 200, Orlando, FL 32822

Description: Construction of a 12' x 2140' wide bike and pedestrian trail running along Lakeshore Drive from Providence Boulevard to Green Springs Park. The proposed trail will have approximately 3,140' of paved trail including 2 small bridge running across the front property of the Deltona Community Center.

Project: Ryanwood Drive Culvert Replacement

Owner: City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129
Owner Contact: Michael Silvey, msilvey@port-orange.org 386-506-5595
Final Contract: \$258,872 Completion Date: June 9, 2017
Design Engineer: Quentin L. Hampton Associates Inc., PO Drawer 290247
Port Orange, FL 32129

Description: Replacement of the two existing and failed corrugated metal pipe (CMP) culverts with two (2) 8 ft. x 5 ft. precast concrete box culverts.

Project: Riverfront Park Improvements

Owner: City of Titusville PO Box 2806 Titusville, FL 32781-2608
Owner Contact: Jesus Vieiro, Jesus.Vieiro@titusville.com, 321-567-3733
Final Contract: \$1,350,020 Completion Date: August 2018
Design Engineer: Bellomo Herbert, 618 East South Street, Suite 600 Orlando, FL 32801

Description: Construction of a storm water exfiltration and baffle box system in an existing public park. New Trellises, shelters, amenities, Landscaping, Rip Rap on the River.

Project: BP-00470 South Cell Lot and Utilities at Orlando International Airport

Owner: Greater Orlando Aviation Authority, 5850-B Cargo Road, Orlando, FL 32827

Owner Contact: Mark Jansen, mjansen@aidinc.us, 321-695-5061

Final Contract: \$3,839,532 Completion Date: November 2018

Designer: American Infrastructure Development Inc. 37 N. Orange Avenue, Suite 500, Orlando, FL 32801

Description: Construct the new South Cell Lot at the northeast corner of Jeff Fuqua Boulevard and South Park Place, consisting of a new 13,000 square yard asphalt concrete parking lot for approximately 200 vehicles. Work includes clearing and grubbing, embankment, storm drainage facilities, base and surface course, concrete curb, landscaping, irrigation, site utilities, site electrical and lighting, directional and campus signage, pavement marking and associated work. Construct a new 16" water main approximately 7,500 feet long. The new main will connect to the existing water main located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing water main at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard. Construct a 4" by 6-way duct bank with concrete cap. The ductbank will connect to the existing manhole located on the southeast corner of South Park Place and Jeff Fuqua Boulevard and extend south to connect to the existing manhole at the northeast intersection of Jeff Fuqua Boulevard and Heintzelman Boulevard.

FORM 7.8 (M)

Reynolds C. Holiman, P.E. - Vice President / Office Manager

Reynolds has been involved with the construction of horizontal construction projects for Federal, State, Airport, and municipal owners for over 30 years.

Education & Licenses:

- BS, Civil Engineering, Mississippi State University 1982
- FL Licensed Professional Engineer #39513
- FL General Constr. CGC037504 (Qualifying Agent for CCI)
- FL UG Utility Constr. CUC056650 (Qualifying agent for CCI)

Reynolds was involved in bidding, negotiating, and project management on all Carr & Collier Inc. projects since 2013. Including but not limited to the experience listed in the bid form.

Work History:

Carr & Collier, Inc. (fka Villages Construction, Inc.), Leesburg, FL

Vice President / Office Manager

September 2013 to Present

Reynolds is part owner of Carr & Collier, Inc. His goal is to utilize his experience to bid, plan, and construct airport work, road and bridge work, utilities, water and sewer plants, pump stations, and related Public Works projects in Florida to high standards using good planning and management techniques. Target job size is \$50,000 to \$10,000,000.

Special Construction Related Assignments

January 2010 to August 2013

Volunteered for Structural engineering and rebuilding starts during two trips to Haiti after the earthquake 2010. Other Special assignments were in Sierra Leone drilling Water wells and building a school, and consulting work on a Hydroelectric Dam in Cooper Landing, Alaska.

Prime Construction Group, Inc., Orlando, FL

Founder / Owner / Chief Estimator / Chief Engineer April 1991 to December 2009

Reynolds' Responsibilities during the 19 years at Prime Construction Group included:

1. Design temporary shoring, sheeting, any other in-house engineering needs
2. Review general safety and safety margins on heavy, critical lifts with cranes and excavators
3. Engineered coffer dams, maintenance of traffic plans, sheeting, tie backs and dewatering systems
4. Team leader & Presenter for construction side of design build projects, even though most of the PCG projects were hard bid. (Largest design build was 2.5M 120MGD live sewer rehabilitation)

5. Work up major bids turnkey-out-the-door; quantity take off, crews, productions, subs, scope evaluations
6. Comply with minority, women, and local owned business subcontracting goals-quotas-reports, sign bid docs
7. Set up Master data in HCSS data base- labor, equip, crews, subs, Job OH, insurances, O&P
8. Trained others on HCSS bidding software, including the current chief estimator at CCI
9. Calculate, prepare, & negotiate cost estimates from owner request for added work
10. Calculate, prepare, & negotiate cost estimates from unforeseen conditions that created additional work
11. Team leader for all prequalification effort for FDOT, airports, other municipalities
12. Jobs sizes ranged from a \$1000.00 to \$19.5M
13. Work types pursued: Airport, FDOT, pumping, instrumentation, water & sewer pipelines, water and wastewater plants and plant upgrades
14. Reviewed cost-to-date and cost-to-complete information to make production and manpower correction suggestions on active construction projects

Early Career: Various Entry Level Jobs

Estimator II / Scheduler / Project Engineer

January 1983 to March 1991

Danus Heavy and Highway Division - Estimator for GOAA, FDOT, and Municipalities
ASC Construction - Greenwood, Mississippi

Federal construction at Eglin AFB, Ft Bragg, Ft Campbell, other bases

Reference: David Mahler, P.E. CPH, Inc. 1117 E Robinson St, Orlando, FL 32801
(407) 425-0452

Antonio Lumley – Chief Estimator

Antonio has been with Carr & Collier Inc. from March 2017 to Present

EDUCATION: B.S. Construction Management
Wentworth Institute of Technology, 1999

Antonio has been in infrastructure and horizontal construction for 20 years. He was involved in bidding, negotiating, and/or project management on the following GOAA projects during his time at PCG as follows:

1. H-158 OIA Cell Phone Lot @ Red Satellite Parking Area
2. H-160 OIA Overflow at Old Terminal Building
3. H-167 Concrete Slab Replacement @ Employee Parking Lot
4. H-178 Repairs to Enplane Drive
5. H-181 Misc Drainage Repairs East of Gate E-15
6. H-184 Employee Parking Lot Slab Replacement
7. H-194 Deplane Structural Repair
8. H-197 Repairs to C-2 Drainage Control Structure
9. H-202 Weep Hole Retrofit @ Runway 17L-35R
10. H-206 Continental Hanger Stormwater Drainage Pipe Repair
11. H-207 Taxiway H / Runway 17R Concrete Slab & Light Can Replacement
12. H-209 Poitras Property Fire Breaks
13. H-210 Airside 1 Apron Slab Replacement
14. H-213 Airline GSE Storage Areas
15. H-219 Taxiway Obstruction Modification
16. BP-038 Airfield Improvements Phase 2
17. BP-358 Taxiway Extensions
18. BP-470 Red Cell Lot and Utilities
19. Numerous maintenance and repair projects negotiated with GOAA Maintenance Department

Work History:

Carr & Collier, Inc., Leesburg, FL

Chief Estimator

March 2017 to Present

Responsibilities include managing daily operations of the estimating department. Supervise and direct estimators and administrative assistants on a daily basis. Search and evaluate various potential projects out for bid. Select projects that fit the company profile and bid schedule. Assess the degree of risk and logistical issues for prospective jobs. Determine and assign projects to the appropriate estimator based upon size of project and estimator skill set. Establish a set bid schedule for the department on a weekly basis. Evaluate and decide upon changes to the bid schedule. Estimate multiple

projects of various size, scope and difficulty (usually the larger, more technical projects). Conducted bid reviews on all estimates prior to bid submission. Perform and execute material take-offs, crew production rates, subcontractor quotes, project supervision, general conditions and overhead expenses. Negotiate contract pricing with various owners. Assist project management with subcontractor and vendor buyout.

Freeland Construction Company Inc., Charleston, SC

Preconstruction Executive / Chief Estimator

June 2014 to March 2017

Manage daily and macro operations of the estimating and business development departments. Report directly to the company President. Search and evaluate various potential projects out for bid in the Federal, Private and Commercial markets. Establish bid procedures and protocols for the estimating department. Select projects that fit the company profile and bid schedule. Successfully bid projects in various regions and states, primarily on the east coast from Florida to Massachusetts. Estimate multiple projects of various size, scope and difficulty. Update and maintain the estimating software with current rates of fuel, equipment, labor and consumables, based upon market fluctuations and internal company adjustments. Heavily involved in marketing company expertise, skills, experience and track record with various owners and entities. Assist the President in strategic decisions involving the company direction and overall profitability.

Prime Construction Group, Inc., Orlando, FL

Chief Estimator / Estimator / Project Manager

June 2006 to June 2014

Successfully bid and help manage numerous GOAA Horizontal, BP and Maintenance projects. Responsibilities included managing daily operations of the estimating department. Supervised and directed estimators and administrative assistants on a daily basis. Searched and evaluated various potential projects out for bid. Selected projects that fit the company profile and bid schedule. Assessed the degree of risk and logistical issues for prospective jobs. Determined and assigned projects to the appropriate estimator based upon size of project and estimator skill set. Established a set bid schedule for the department on a weekly basis. Evaluated and implemented changes to the bid schedule. Estimated multiple projects of various size, scope and difficulty (usually the larger, more technical projects). Conducted bid reviews on all estimates prior to bid submission. Performed and executed material take-offs, crew production rates, subcontractor quotes, project supervision, general conditions and overhead expenses. Negotiated contract pricing with various owners. Assisted project management with subcontractor and vendor buyout.

Jeremy Becker, P.E. – Estimator / Staff Engineer

Jeremy has been with Carr & Collier Inc. from January 2016 to Present

EDUCATION: B.S. Civil Engineering, with Construction Emphasis
University of Florida, 2011

Work History:

Carr & Collier, Inc., Leesburg, FL

Estimator/Staff Engineer

September 2016 - Present

Responsibilities include, project take-off, project planning, project budget, subcontractor development, and coordination with the project management team. Projects encountered typically involve aspects of the following: roadway construction, waste water treatment plant rehabilitation, lift station construction, directional drilling, or gravity storm and sewer line construction.

Andreyev Engineering Inc., FL

Project Manager

2011-2015

Project manager for sinkhole assessment and remediation projects. Responsible for all aspects of providing consulting services on the project level, including project planning, client interaction, coordination and quality control of field and laboratory work, technical analysis and technical report preparation and review. Projects typically involved geotechnical studies in relation to commercial and residential development as well as sinkhole analysis and remediation.

CERTIFICATIONS:

Nuclear Gauge Operator Certification
Radiation Safety Officer Certification
Asphalt Plant Technician, Level 1 Certified
Qualified Stormwater Management Inspector

Joel Saslo - Operations Manager / General Superintendent

Joel has been with Carr & Collier Inc. from July 2015 to Present

Joel has been in construction for 30 years. Some notable projects that he was General Superintendent on was as follows:

- Construct Fire Operations Training Building and Concrete Paving, South end of OIA
- Fuel Systems Upgrades/Gangway Foundation Modification/
Pavement Repairs at the Southwest Airlines Gates at Orlando International Airport
- BP-036 Airfield Storm Water Drainage Repairs and Lining, Phase 5, at Orlando Executive Airport
- BP-23 West Ramp Grading and Concrete Paving Extension to accommodate the Cessna Service Center at OIA
- H-167 Concrete Slab Replacements at OIA
- H-124 OIA Pond P-1 Re slope Pond after wind damage / Relocate Conflicting Guardrail

Work History:

Projects that Joel was Superintendent on from 7/2013 until Joining Carr & Collier in 7/2015

- Project: Moultrie Ga. WWTP Expansion (Short term assignment for RTD Construction, Zephyrhills, FL) - Erecting 2-new clarifiers along with new master pump station, yard piping, new storm water pump station, floc tanks, aeration basins reclaimed water booster pump station all associated electrical, New control building.
- Project: Street Scape Ebor City / Tampa FDOT (Working for Gibbs and Register) - Storm /water and sanitary sewer rehab and expansion up 21st and 22nd street along with new granite curb sidewalk, bus stops, mill and pave entire project.
- Project: John Young Parkway Pedestrian Bridge & Box Culvert (Working for G. & R.) – Installed 8' x 12', 519 LF Box Culvert Pre-Cast Sections and Grading. Storm water bypassing.

Projects that Joel Saslo had a major role as superintendent when employed by Ulliman Schutte Construction (6/2005 until 6/2013)

- Project: Blue Plains Influent Sewer Rehab, A Part of Washington DC Clean Rivers Program - The major scope of work consisted of the re-lining and rehabilitation 15,000 lf of existing 9'4"x8'4" and 10'4"x9'4" brick lined sewers, vintage 1930. Planned and manage multiple bypass pumping operations while maintaining flows to Blue Plains WWTP. Oversaw multiple crews rehabbing existing tunnels and structures, installing major vertical tunnel riser, while simultaneously coordinating with USAF/ USN/US park service/ DC -Government, DDOT, Naval Research Lab and the DC-Water team.

- Project: Deer Creek 2000 HP Pump Station Rehab @ the Susquehanna River Intake - This project consisted of demolishing a 33KVA substation relocating and installing new switch gear structural/architectural concrete addition for V.F.D. Rehabilitate 3 existing 2000 hp pumps and install 1 new 4000 hp pump, re-pipe 108" suction side to 66" also 108" discharge including all valves and interior piping. Rehabilitate existing 96" gates at intake structure and install new bar screens, traveling rakes, turbidity monitoring stations, telemetry, aluminum stop logs with frames.
- Project: CSO-19 Adjacent to JFK Stadium - Drive H-piles, sheeting, shoring, forming, placing and finishing appx. 10,000 cy of concrete, installing new bar racks, SS thimbles and tide gate, storm sewer, road construction, landscaping all. All coordinated with D-Dot/ US park service, and RFK Stadium.

**Other Projects that Joel was involved in a supervisory and hands-on role when employed by Johnston Construction/Remediation Inc., Dover PA.
(Up Until 10/1999 when Joel moved to Florida)**

- Design Build 1 MGD Waste Water Treatment Facility, Super fund site E.P.A., Myerstown PA
- Rehab Water Reservoir including 60" DIP, City of Columbia Md., Columbia MD
- Rehabilitation of Piping and Treatment Systems, York, PA Waste Water Plant
- Rehab 12" to 60" DIP Aberdeen Advanced Waste Water Treatment Plant, Aberdeen MD
- New 36" Water Main for Cooling Towers, Willow Grove Naval Air Station, Pennsylvania
- Fritz Island Waste Water Treatment Plant, Reading Pa., Green Castle Landfill
- Burlington County Landfill Piping and Liner Mods, Burlington County, NJ
- Water Treatment Facility Mods and Upgrades, Bowie MD, PA
- Gas and Water Systems and Piping Upgrades for Scranton PA Reservoir
- Coal tar Gasification Plant Reclamation and Remediation
- New York City Port Authority, Potable Water System and Structural Mods, Under the watch of U.S. EPA

John Feltmann - Project Superintendent

John has been with Carr & Collier Inc. from September 2015 to Present

John has been supervising horizontal construction for over 20 years and has extensive experience with unsuitable soils excavation. Some notable projects that he was involved in are as follows:

1. Lake Mary road project removed 75,000 cy unsuitable soils from under Lake Mary Blvd (1993)
2. Chapman Road widening involved extensive de-mucking (2010) (\$27m)
3. BP-00470 GOAA South Cell Lot and Utilities at Orlando International Airport (2018)
4. Cape Canaveral City Park Storm Water Retrofit (2017)
5. Seminole County Salt Creek Box Culvert Improvements at 6 locations (2018)
6. Orange City Blue Springs Nutrient Reduction – East Graves Ave and South Orange Ave Drainage Improvements (2019)
7. Ocoee Public Works Complex Storm Water Management System (2016)

Work History:

Carr & Collier, Inc., Leesburg, FL

Superintendent

September 2015 to Present

Responsibilities include scheduling and direct management of multiple crews and Equipment and coordination with municipal representatives to construct the projects per plan, on time and at or below budget.

The Middlesex Corp, Orlando, FL

Superintendent

2014 to 2015

Responsibilities included scheduling, cost management, budget analysis, Labor and Equipment management of multiple Road and Bridge projects from start to finish. The last position with Middlesex for John was the superintendent on the I-4 Turnpike Interchange Reconstruction.

Prime Construction Group Inc., Orlando, FL

Superintendent

2013 to 2014

Responsibilities included scheduling, cost management, budget analysis, and complete management of multiple projects from start to finish.

Swell Construction Group Inc., Oviedo, FL

Superintendent**2012 to 2013**

Responsibilities included overseeing multiple large new home developments, the coordination of 5 pipe crews, 2 punch out crews and 2 road crews, ordering all materials and maintaining tight schedules.

Central Florida Environmental Inc., Winter Springs, FL**Superintendent****2011 to 2012**

General Superintendent/Project Manager: Responsibilities included scheduling, cost management, light estimating, budget analysis, project management and management of all field operations.

Prime Construction Group Inc., Orlando, FL**Superintendent****2000 to 2010**

Superintendent: Responsibilities included scheduling, cost management, budget analysis, and complete management of multiple projects from start to finish. (laid off due to recession)

Baker Heavy & Highway, Orlando, FL**Estimator/Superintendent****1998 to 2000**

Responsibilities included estimating, project subcontractor buyouts, direct management and surveying of multiple projects. Project superintendent for a concrete tub beam bridge at 3.3 million.

Vannice Construction Co., Orlando, FL**Foreman/Superintendent****1997-1997**

Responsibilities went from taking over an existing pipe crew and increasing productivity by more than 50% to direct managing their largest project to that date at just over 3 million coming in at approximately 21%.

Martin K. Eby Construction, Orlando, FL**Operator****1989-1995**

Operator – Foreman – assistant Superintendent: Responsibilities included operation of all types of Equipment to direct management of multiple pipe crews on projects including but not limited to The Disney Animal Kingdom, The Disney Treatment Plant, The Orange County Court House, The Curtis H. Stanton Coal Fire plant, The Southern Connector Beltway and assistant Superintendent on the Lake Mary road project where I directly managed multiple utility, grading labor and survey crews.

BOB MCKEE

LAKE COUNTY TAX COLLECTOR

EMPLOYEES 2

2018 / 2019

LAKE COUNTY BUSINESS TAX RECEIPT
STATE OF FLORIDA

ACCT NO. 77628
RECEIPT NO. 8760011233
EXPIRES SEPTEMBER 30, 2019

TYPE OF PUBLIC SERVICE
BUSINESS

BUSINESS CARR & COLLIER INC
1410 EMERSON ST

CARR & COLLIER INC
1410 EMERSON ST
LEESBURG, FL 34748

ORIGINAL TAX 30.00
PENALTY 0.00
TRANSFER FEE 0.00
AMOUNT PAID 30.00
TOTAL DUE \$0.00

Receipt #2018-0068287
Paid 09/10/2018 30.00



CITY OF LEESBURG LOCAL BUSINESS TAX RECEIPTS 2019

This local business tax receipt is in addition to and not in lieu of any other tax required by law or county ordinance. Businesses are subject to regulation of zoning, health, and other lawful authorities. Delinquent penalty is added October 1st.

Loc: 1410 Emerson St

Expires: 9/30/2019

Class ID: 17413

Business Tax: \$44.10

Pen/Late Fee: \$0.00

Carr & Collier Inc
1410 Emerson St
Leesburg, FL 34748

Amount Paid: \$44.10

VIOLATIONS AND PENALTIES

Any business found to have been operating without paying the required City of Leesburg Local Business Tax Receipt shall pay, in addition to the other penalties imposed herein or by the Special Magistrate, the business tax in the amount imposed by City of Leesburg Ordinance Section 14-16 to Section 14-25 for the current year on the type of business at issue, for each taxable year and portion of a taxable year during which it can be established that the business operated without paying the required tax.

PERMITTING REQUIREMENTS

This Business Tax Receipt DOES NOT AUTHORIZE occupancy of the building premises until inspected and DOES NOT AUTHORIZES any alteration work or signage without first obtaining the necessary permits from the Building Division.

TRANSFER OF RECEIPT

A receipt may be transferred in connection with a bona fide sale or other transfer of the trade or business, profession or occupation, amusement or industry for which it was taken out, a bona fide sale or other transfer of the stock or trade of the business, or a transfer of the business from one location to another within the City of Leesburg. To obtain a transfer, the business owner must present the bill of sale for the business together with the original receipt of the transferor and new application in the form specified in section 14-18 of the City Ordinance, and pay a transfer fee of 10% (ten percent) of the business tax, not to exceed \$25.00 (twenty-five dollars) nor to be less than \$3.00 (three dollars). Some exceptions may apply.

LEGAL EFFECT OF PAYMENT

The local business tax imposed by ordinance of the City of Leesburg is revenue raising measure only, and not a regulatory fee. In addition, issuance of a receipt for payment of the local business tax shall not excuse compliance with any other ordinances requiring a regulatory license, transfers of receipts, or permit to carry on a specific trade, business, profession or activity with the City of Leesburg.

CHANGES TO BUSINESS

Contact the City of Leesburg Business Tax Office immediately for any changes in regards to business name, physical location, mailing address, owner, closing, or any pertinent information that may change the status of the local business tax receipt.

RETAIN FOR YOUR RECORDS

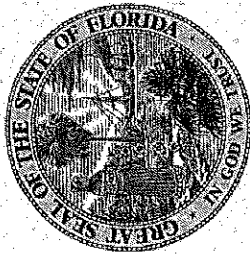
Loc: 1410 Emerson St

Expires: 9/30/2019

Class ID: 17413
CONTRACTOR

Business Tax:\$44.10
Pen/Late Fees:\$0.00
Amount Paid: \$44.10

Carr & Collier Inc
1410 Emerson St
Leesburg, FL 34748



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLIMAN, REYNOLDS C

CARR & COLLIER INC
1410 EMERSON ST
LEESBURG FL 34749

LICENSE NUMBER: CUC056650

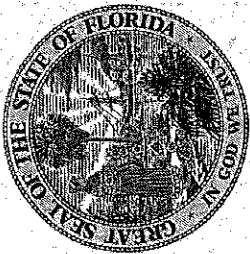
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLIMAN, REYNOLDS C

CARR & COLLIER INC
24200 US HIGHWAY 27
LEESBURG FL 34748

LICENSE NUMBER: CGC037504

EXPIRATION DATE: AUGUST 31, 2020

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**Your Source for Quality
Precast Concrete and Metal Fabrication**



Precast Concrete:

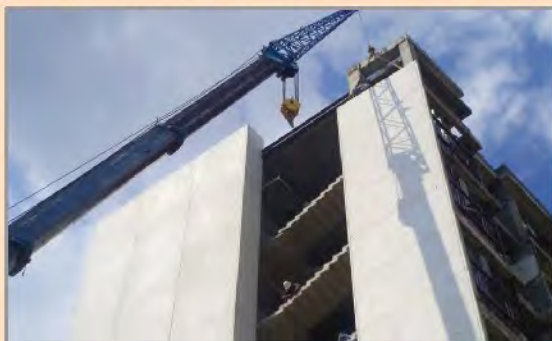
- Architectural & Structural Wall Panels and SlenderWall
- Floor to Floor Stairs - Interior and Exterior
- Precast Classrooms - State Approved, Pre-engineered
- Easi-Set and Easi-Span Buildings & Restrooms
- Precast Concrete Guideway Walls
- Loading Dock Ramps - Precast and Modular
- Modular Ramps, Steps and Decks with Code Compliant Rails
- PermaTrak - Precast Boardwalk Solutions
- Custom Architectural Precast: stairs, column covers, wall caps, stair treads and more.

We quote and build to your design.

Misc. Metal Fabrication:

- Metal Stairs - Interior and Exterior
- Metal Railing
- Custom Architectural Misc. Metal Fabrication.
- DOT Pedestrian Rails

We quote and build to your design.



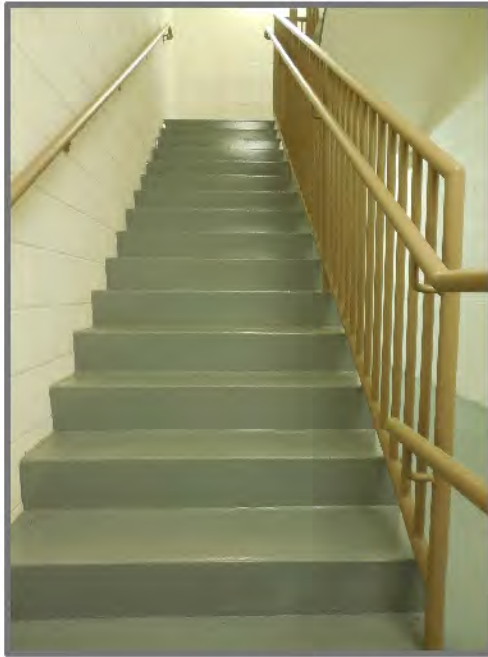
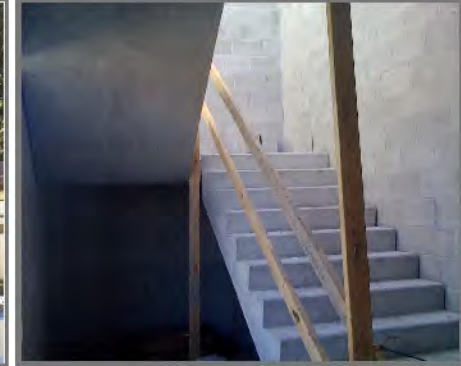
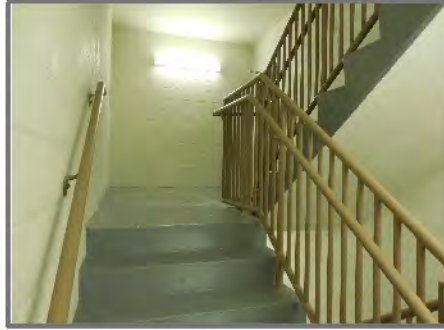
***Architectural & Structural
Precast Wall Panels and
SlenderWall®***



Leesburg Concrete Company, Incorporated produces aesthetically pleasing architectural panels with limitless choices of textures, shapes and colors while providing durability and ease of installation. An economic solution which affords beautiful structural detail, low maintenance and durability to architects, designers and owners.

Precast Concrete Floor to Floor Stairs and Treads

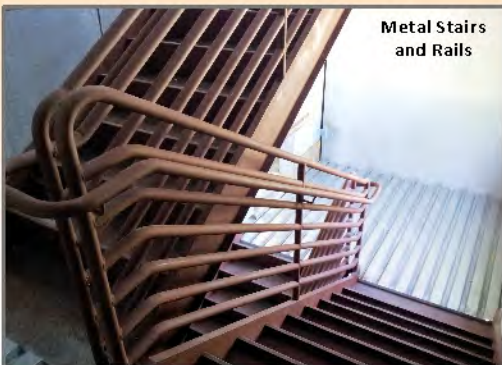
Leesburg Concrete Company, Inc. produces precast concrete steps and treads in standard or custom sizes. We also precast quality floor to floor stairs and landings. Our adjustable form accommodates most designs. For custom designs Leesburg Concrete will build the form. We ship throughout the USA.



- ***We build to your specifications***
- ***Our precision computer driven batch plant produces the highest quality product.***
- ***Our customer service philosophy means fast delivery and fewer headaches for you.***
- ***LCCI will stock your product and deliver to your site***
- ***Leesburg Concrete Company, Inc. operates an award winning NPCA Certified Plant***

Metal Stairs, Rail and Custom Metal Fabrication

Leesburg Concrete has over 25 years experience fabricating and finishing steel and aluminum products for a wide range of customers and applications. We custom fabricate metal stairs and railings for commercial, industrial & residential applications. We produce stair and rail assemblies, balcony railings and ramp railings using steel or aluminum.



Metal Stairs and Rails

Architectural Rail built to your specification.

Multiple finishes are available.



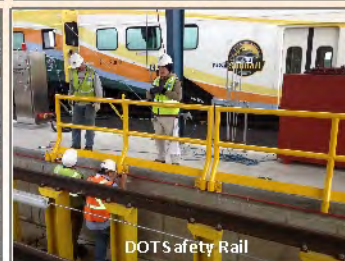
Custom Design & Finish



Custom Architectural Rail



FL SunRail DOT Pedestrian Rail



DOT's safety Rail

Delivered Fully-Assembled & Pre-outfitted



Easi-Set Buildings

Easi-Set's precast concrete building series are transportable all-precast concrete buildings. Only Easi-Set Buildings feature the patented post-tensioned roof and floor system for lasting strength.

- Pre-Engineered
- Standard & Custom Sizes
- Customizable for any application
- Delivered pre-assembled or site assembled



Easi-Span Buildings

Easi-Span buildings are the largest clear span, expandable, all-concrete building system on the market. Its patented post-tensioned and pre-stressed roof and floor system makes for timely site assembly.

- Clear span sizes up to 50' x 250'
- Roof widths of 20', 24', 30', 40', 50'
- Site assembled
- Customizable to suit virtually any application



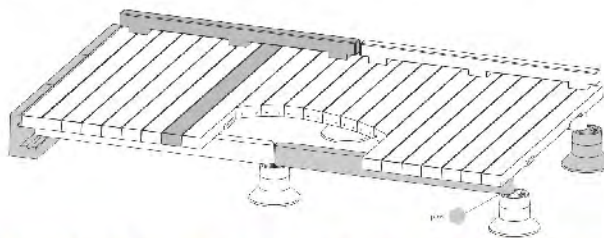
Restroom Buildings

Easi-Set & Easi-Span precast concrete restroom buildings are a quick, easy and maintenance-free solution. Our restroom /concession models are delivered pre-engineered, pre-assembled, pre-plumbed and pre-wired. Installed in as little as a day.

- Single, Double, Multi-user and Restroom/Concessions Models
- All Models are ADA Compliant
- Many finishes, colors, roof styles and fixture options
- Wet (plumbed) & Dry (vault) Styles

We precast for

PermaTrak® versatile, eco-friendly, precast concrete boardwalk solutions



PermaTrak® North America is a premier provider of environmentally-friendly precast concrete board-walk and elevated greenway solutions. PermaTrak systems are engineered for design flexibility, ease of installation and long-term durability. Requiring no maintenance, PermaTrak systems are an outstanding, cost-competitive alternative to conventional wood or manufactured lumber construction.

Custom Precast Concrete

Precast concrete is durable, functional, low maintenance and offers considerable choices in form, color and texture. Our computer driven batch plant, production processes and quality control reflect our commitment to excellence. Allow our experienced precast fabrication team at Leesburg Concrete to precast your custom product. Call or email us for pricing.

- QUALITY - NPCA CERTIFIED PLANT
- STABLE PRICING - CONTROLLED PRODUCTION PROCESS
- SCHEDULING - PLANT PRODUCTION GEARED TO YOUR PROJECT
- LIMITLESS DESIGN CHOICES - FLEXIBLE FORM, COLOR, TEXTURE
- LOW MAINTENANCE / FIRE RESISTANT
- DURABLE & SUSTAINABLE - LEED
- ENGINEERING & DESIGN ASSISTANCE AVAILABLE



Orlando International Airport
South Airport APM Guideway Walls



Precast Column Covers



Precast Modular Bathroom Floors



Precast Wall Caps
ACE Floodwall

Precast Concrete Ramps, Decks, and Steps with Rails.



- Fully ADA Compliant
- Low Maintenance pre-cast concrete
- Anti-skid Texture cast in
- No vibration or noise as with other systems
- A ramp, step and landing can be set in a matter of hours and used immediately
- Turnkey service from pre-siting through installation
- Green Building compatible, relocatable, sustainable
- Commercial and Residential Projects.



Precast Concrete Loading Dock Ramps

- Pre-engineered
- Multiple length & width configurations
- Adjustable height
- Quick installation, does not attach to the building
- No demolition of existing pavement needed
- Relocatable

Leesburg
CONCRETE
COMPANY, INCORPORATED

**Your Source for Quality
Precast Concrete and Metal Fabrication**



Contact Leesburg Concrete for all of your precast concrete and metal fabrication needs. Standard product or custom manufacturing requirements...our competent staff is happy to help from bid to finished production. Call or email Kirk Rouse today.

KRouse@leesburgconcrete.com
Cell (352) 408-6066

Leesburg Concrete Company, Incorporated
1335 Thomas Ave., Leesburg, FL 34748
P (352) 787-4177 F (352) 787-7935
www.leesburgconcrete.com

Corporate Office

344 Shelleybrook Drive
Pilot Mtn., NC 27041

customercare@choicemetalbuildings.com



Toll Free: 877-422-1812
Local: 336-793-0177
Fax: 336-755-3862

DEALER: **CHOICE METAL BUILDINGS**PHONE: **877-422-1812**DATE: **5/1/2019**CUSTOMER NAME: **Holli Martin (Carr & Collier Estimating**COUNTY: **Volusia**

TAX %:

INSTALLATION ADDRESS:

CITY:

STATE: **FL**

ZIP:

PHONE NUMBERS: **352 314 3625**

CELL:

UNIT SIZE	WIDTH: 42'/18'	LENGTH: 25'frm	HEIGHT: 12'	GAUGE: 14	TBD	All Orders C.O.D.
COLORS	TOP:	TRIM:	SIDES:	ENDS:		
OPTIONS: Vertical Roofing System included						\$ -
Certified Adder	xxx	Certified for 180mph wind				
Leg Height	xxx	12' center section (480.00) 9' lean tos (255.00)				0.00
Extra Bracing		2'		4'		
"J" Trim						Tax
Close Both Sides	xxx	Specify: Close both sides horizontal center (880.00) lean tos (660.00)				\$ -
End (s) Closed	xxx	Specify: Close both ends horizontal of lean tos				
						Subtotal
Window(s)	xxx	Qty;2 30"x 36" windows				17.00%
Service Door(s)	xxx	Specify: Qty;2 36"x 80" service doors				
Garage Door(s)	xxx	Specify: Qty;4 9'x 8' garage doors				
Side Frameout(s)						\$ -
Extra Panels						
Auger Anchors						Down Payment
Qty;2 12'x 25'frm x 9' lean tos						
Other (Specify)		seneca style connection fees				
Other (Specify)		Qty;2 gable ends center section				
Other (Specify)		Site specfic engineered drawings (402.30)				\$ -
Other (Specify)						
NOTE: FRAME 1 FOOT SHORTER THAN ROOF LENGTH						Balance Due at Installation
ROOF STYLE	REGULAR		BOXED EAVE		VERTICAL ROOF	xxx
INSTALLATION TYPE	CEMENT	xxx	GROUND		ASPHALT	
POWER AVAILABLE			UNCERTIFIED		CERTIFIED	xxx
						OTHER

This is an Estimate. Price is not final and is subject to change. Please confirm final price with your Sales Rep prior to purchase.

Customer: **Superior Metal Buildings, LLC**
on behalf of: Holli Martin (Carr & Collier Est
Sales Rep:

MFG: _____
By: **CHOICE METAL BUILDINGS**
Authorized Dealer



42 X 26 X 12 BOXED EAVE BARN CERTIFIED



42 X 26 X 12 BOXED EAVE BARN CERTIFIED

FL Certified for 180 mph winds

Center section 18 wide x 12 height, gabled ends, no interior wall paneling.

Lean tos 12 wide x 11 height and slopes to 9 height. Side walls closed, front wall closed, back wall closed. (2) 8x8 roll up doors, one on each lean to.

20 Year Rust Warranty

10 Year Panel Warranty

1 Year Workmanship

SKU: 42x26x12 Boxed Barn Cert

Category: [Florida Certified Carports/Garages/Barns](#)

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

POLICE SHOOTING RANGE FACILITY

ITB #19-01



City of Port Orange Purchasing Division

Prepared by: David VanValkenburgh Purchasing Agent

Release Date: March 21, 2019

Bid Due Date and Time: May 2, 2019 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-01 POLICE SHOOTING RANGE FACILITY

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-01 POLICE SHOOTING RANGE FACILITY. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 2, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and site visit for the project at **10:00 A.M.** (local time) on **April 4, 2019** 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.

There will be a Pre-Construction meeting scheduled after the award of contract. The location will be at City Hall location, 2nd Floor Conference Room, 1000 City Center Circle, Port Orange, Florida 32129 and the time and date TBD.

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of building the POLICE SHOOTING RANGE FACILITY. Bidders must be a commercial general contractor.*

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, the 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 Agent, David VanValkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-01 POLICE SHOOTING RANGE FACILITY"** in the subject line. Last day for questions will be **April 18, 2019 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.

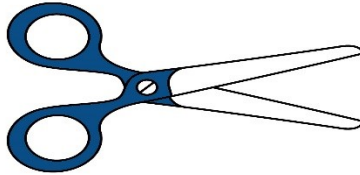
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 VanValkenburgh, 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 #19-01 POLICE SHOOTING RANGE FACILITY."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **March 21, 2019**

[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 #19-01
BID TITLE:	POLICE SHOOTING RANGE FACILITY
DUE DATE/TIME:	May 2, 2019 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of building the Police Shooting Range Facility. Bidders must be a commercial general contractor.

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:March 21, 2019
Non-Mandatory Pre-Bid ConferenceApril 4, 2019 at 10:00 A.M.
Deadline for Questions:April 18, 2019 by 5:00 P.M.
Final Addendum Posting:April 25, 2019 by 5:00 P.M.
Bids Due: May 2, 2019 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 VanValkenburgh 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.

PRE-BID CONFERENCE/SITE VISIT:

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. All attendees to the Non-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.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-01 Police Shooting Range Facility" 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 VanValkenburgh
Purchasing Agent Buyer
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@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 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 a commercial general contractor and 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 and PROJECT TIME LINE

1) SCOPE OF WORK

- A. The Contractor shall include the cost(s) for permits and fees in his proposal.
- B. The Contractor shall include the cost(s) for a 100% performance and payment bond.
- C. All technical specifications and drawings are attached as separate documents.
See link:

<https://portorange.sharepoint.com/:f:/g/pch/EiUkuhKp0vpKsSyOgJGQFkYBFEYpnoPwRPDj-nJooVrHQ>

2) PROJECT TIME LINE

- A. Notice of Award: after bid opening and complete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Grace Period: No Earlier than 45 days after Notice to Proceed and not greater than 60 days after Notice to Proceed
- D. Start Time: after Grace Period
- E. Substantial Completion Time: City of Port Orange prefers to have the substantial complete time to be 160 days, but not to exceed 180 days from start time
- F. Final Completion Time: 30 calendar days after final substantial completion time

End of Scope of Work

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that 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".)

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

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 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 Van Valkenburgh, 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.

[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 and DURATION

The term of the contract shall be from the date of the Notice to Proceed. There will be grace periods before the start of site work. The grace period will be no earlier than 45 days after Notice to Proceed and not greater than 60 days after the Notice to Proceed.

City of Port Orange prefers to have the substantial complete time to be 160 days, but not to exceed 180 days from start time

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 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ 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)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: ____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

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

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
_____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

https://portorange.sharepoint.com/:f:/g/pch/EsDrEj2uQ5VDiZvbBdDkHy0BZy_oBAy3rpqLKYPfDewWnA

"Attachment 1" Schedule of Unit Pricing

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING				
BID FORM				
CITY OF PORT ORANGE				
ITB # 19-01				
POLICE SHOOTING RANGE FACILITY				
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.				
NAME OF BUSINESS:				
CONTACT PERSON:				
EMAIL ADDRESS:				
AUTHORIZED NAME:				
AUTHORIZED SIGNATURE:				
ITEM #	DESCRIPTION	PROPOSED PRICE	Project start time after CONTRACT AWARD (specify number of days)	Project completion time AFTER STARTING: (specify number of days)
1	Complete Scope of Work per ITB# 19-01	\$0.00		
2	Complete Scope of Work per ITB# 19-01 without including: <u>Berms and Land Elevation of the Rifle Range</u>	\$0.00		
3	Complete Scope of Work per ITB# 19-01 without including: <u>Storage Building</u>	\$0.00		
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER				

"Attachment 2" Detail Schedule of Unit Pricing

CITY OF PORT ORANGE									
BID FORM									
CITY OF PORT ORANGE									
ITB # 19-01									
POLICE SHOOTING RANGE FACILITY									
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.									
NAME OF BUSINESS:		CONTACT PERSON:		EMAIL ADDRESS:		AUTHORIZED NAME:		AUTHORIZED SIGNATURE:	
ITEM #	DESCRIPTION	PROPOSED PRICE	Project start time after CONTRACT AWARD (specify number of days)	Project completion time AFTER STARTING: (specify number of days)	ITEM #	DESCRIPTION	PROPOSED PRICE	Project start time after CONTRACT AWARD (specify number of days)	Project completion time AFTER STARTING: (specify number of days)
1	Complete Scope of Work per ITB# 19-01	\$0.00			1	Complete Scope of Work per ITB# 19-01	\$0.00		
2	Complete Scope of Work per ITB# 19-01 without including: <u>Berms and Land Elevation of the Rifle Range</u>	\$0.00			2	Complete Scope of Work per ITB# 19-01 without including: <u>Berms and Land Elevation of the Rifle Range</u>	\$0.00		
3	Complete Scope of Work per ITB# 19-01 without including: <u>Storage Building</u>	\$0.00			3	Complete Scope of Work per ITB# 19-01 without including: <u>Storage Building</u>	\$0.00		
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER									

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

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

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

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

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

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

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

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

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

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

Signature of Affiant

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

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

CITY OF PORT ORANGE CONTRACT DOCUMENTS:

- 1) EJCDC Agreement 121817**
- 2) C-700 Standard General Conditions**

See link

https://portorange.sharepoint.com/:f:/g/pch/En883fBJMu5Gn5XWO7dvpdIB_a6VJurDmWGMDfqyMZIDSw

LEGAL DISCLAIMER

REPRODUCTION OF THE EJCDC DESIGN AND CONSTRUCTION RELATED DOCUMENTS IN PRINT OR MACHINE-READABLE FORMAT FOR RESALE OR EDUCATIONAL PURPOSES IS EXPRESSLY PROHIBITED. THIS DOCUMENT IS TRANSMITTED ONLY FOR A BONA FIDE CONTRACT DOCUMENT FOR CITY OF PORT ORANGE CONSTRUCTION PROJECTS UNTIL FURTHER LEGAL NOTICE.

[Remainder of this page left intentionally blank]

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____. (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by _____ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within ____ days after the Effective Date of the Agreement.

- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within ____ days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

Total of all Bid Prices (Unit Price Work) \$ _____

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Combination Payment and Performance Bond (pages ____ to ____, inclusive).
 - 3. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
 - 4. General Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision or part that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor’s sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor’s scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third Party Beneficiaries*

- A. There are no intended third party beneficiaries to the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

FOR INFORMATIONAL PURPOSES ONLY

Contractor

By: _____

Title: _____

Date:_____

(If Contractor is a corporation, partnership or joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.:_____

FOR INFORMATIONAL PURPOSES ONLY

End of Solicitation Documents





NOTICE OF INTENT TO AWARD

ITB #19-01 POLICE SHOOTING RANGE

May 16, 2019

On May 2, 2019 Purchasing received Seven (7) bids for the Police Shooting Range.

After review of the bids submitted, City Staff has made its recommendation to award CARR & COLLIER of Leesburg, FL bid of \$1,477,354.00.

Recommendation to award will be presented for City Council approval on May 22, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C9c) Intent to Award ITB 19-09 Removal & Replacement of Fire Station 71 & 74 Kitchen Cabinets to A.G. Pifer Construction Company.

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Intent to Award ITB#19-09, Removal and Replacement of Kitchen Cabinets at Firehouse #71 and #74, to A.G. Pifer Construction Company Inc. for the amount of \$39,600.00; authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The kitchen areas at Firehouse #71 and #74 need renovations and upgrades to maintain the integrity of each facility.

ITB#19-09, Removal and Replacement of Kitchen Cabinets at Firehouse #71 and #74, was released on March 12, 2019 and two bids were received. Paul Culver Construction's bid of \$32,423.00, was deemed "unresponsive" as bidder did not submit all bid documents as required. A.G. Pifer Construction submitted a responsive bid of \$39,600.00.

The Standard Contract for Service will require all work to be substantially completed within seventy (70) days from the written Notice to Proceed with thirty (30) additional days for final completion.

Project No.: OBM015 Funding Account No.: 506 4200 539 6397

Presenter:

ATTACHMENTS:

1.	ITB 19-09 Standard Contract for Services	ITB 19-09 Standard Contract for Services w exh.pdf
2.	Bid Package ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74	Bid Package ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74.pdf
3.	Addendum 1 of 1 ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74	Addendum 1 of 1 ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74.pdf

4.	Bid Tabulation ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74	Bid Tabulation ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74.pdf
5.	Intent to Award ITB 19 09 Removal and Replacement of Kitchen Cabinets Firehouse 71 and 74	Intent to Award ITB 19 09 Removal and Replacement of Kitchen Cabinets Firehouse 71 and 74.pdf
6.	AG Pifer Construction Bid Submittal ITB 19 09 Removal and Replacement of Kitchen Cabinets Firehouse 71 and 74	AG Pifer Construction Bid Submittal ITB 19 09 Removal and Replacement of Kitchen Cabinets Firehouse 71 and 74.pdf
7.	Bid Submittal Paul Culver Construction ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74	Bid Submittal Paul Culver Construction ITB 19 09 Removal and Replacement of Kitchen Cabinets at Firehouse 71 and 74.pdf
8.	Justification Memo Award ITB 19 09 Removal and Replacement of Kitchen Cabinets	Justification Memo Award ITB 19 09 Removal and Replacement of Kitchen Cabinets.docx
9.	Justification Memo Award ITB 19 09 Removal and Replacement of Kitchen Cabinets	Justification Memo Award ITB 19 09 Removal and Replacement of Kitchen Cabinets.pdf

Julia Wiggins	Created/Initiated - 4/29/2019
Kynah Cockcroft	Approved - 5/9/2019
Julia Wiggins	Approved - 4/29/2019
Tom DiEulio	Approved - 4/29/2019
Ronny Buttrum	Approved - 4/29/2019
Lynn Stevens	Approved - 4/29/2019
Lori Bockelman	Approved - 5/6/2019
Margaret Roberts	Approved - 5/9/2019
Scott Neils	Approved - 5/9/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2019, 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.G. Pifer Construction Co., Inc., a Florida corporation whose principal address is 3629 Old Deland Rd., Daytona Beach, FL 32124 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with equipment, materials, labor and other such related services for the removal and replacement of kitchen cabinets at Fire Station No. 71 located at 4200 S. Ridgewood Ave; Port Orange Florida and Fire Station No.74 located at 6701 Airport Road, Port Orange, Florida, as further described in ITB No. 19-09 Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & No. 74 (hereinafter referred to as "ITB 19-09"), Addendum No. 1 and Contractor's Schedule of Unit Pricing. A complete copy of ITB 19-09, Addendum No. 1, and Contractor's Bid Submittal are available in the office of the City Clerk and are incorporated herein by reference. An excerpt of the Scope of Work and Contractor's Schedule of Unit Pricing are attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and the work described in Exhibit "1" and ITB # 19-09 and Addendum No. 1 shall be substantially completed within 70 days of issuance of a written Notice to Proceed by the City, with final completion within 30 days thereafter (the "Term").

Manner and Place: As outlined in Exhibit "1", 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.

Time and Essence: Contractor acknowledges that time is of the essence for the Notice to Proceed issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed \$39,600.00. 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. Contract Administration. The Public Works & Public Utilities Director, Lynn Stevens shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

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 23 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. 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.

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 required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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 Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	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 Contractor's expense.

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the

performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

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

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

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

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

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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

Contractor: A.G. Pifer Construction Co., Inc.
Attention: Anthony Gregg Pifer
3629 Old Deland Rd.
Daytona Beach, FL 32124
(386) 257-4448

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:

A.G. PIFER CONSTRUCTION CO., INC.

Printed Name: _____

By: _____

Anthony Gregg Pifer
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 _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Anthony Gregg Pifer, as President of A.G. Pifer Construction Co., Inc., a Florida 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: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, 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 _____, 2019, 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:

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 located at 4200 S. Ridgewood Ave; Port Orange Florida and Fire Station No.74 located at 6701 Airport Road, Port Orange, Florida.

SCOPE OF WORK:

Contractor will be responsible for providing all labor and materials to properly construct the project as described in the bid plan specifications.

- All cabinet are to build of Plywood then LP covered.
- Bases and kicks need to be pressure treated plywood.
- There is no drawing of the current cabinets from when the facilities were built. All specifications for this project are included below within the “General Specifications”.
- Once the job is started on site, all work must flow property and continuous by all trades including coordination with between all trades, plumber, electricians, etc.

BUDGET:

Budget amount not to exceed \$40,000

[Remainder of this page left intentionally blank]

EXHIBIT “1”



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-09

Removal and Replacement of Kitchen Cabinets AND Associated Work Fire Station No. 71 & No. 74

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:		A.G. Pifer Construction Co. Inc.	
CONTACT PERSON:		Timothy Caldwell	
EMAIL ADDRESS:		agpcon@bellsouth.net	
AUTHORIZED NAME:		Anthony Gregg Pifer	
AUTHORIZED SIGNATURE:			
BID PROPOSAL			
ITEM #	DESCRIPTION	TOTAL COST SCOPE OF WORK	TOTAL COST
1	FIRE STATION NO. 71 PER SPECIFICATIONS	\$19,800.00	\$19,800.00
2	FIRE STATION NO. 74 PER SPECIFICATIONS	\$19,800.00	\$19,800.00
		TOTAL BASE BID	\$39,600.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			

EXHIBIT “2”
(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: A.G. Pifer Construction Co., Inc.
Principal Business Address: 3629 Old Deland Rd.
Daytona Beach, FL 32124

Contact Person: Anthony Gregg Pifer
Phone Number: (386) 257-4448

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: \$39,600.00 **City Project Number:** ITB19-09 09 **Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & No. 74.**

Description of Work: Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & No. 74.

Project Location: Fire Station No. 71 located at 4200 S. Ridgewood Ave; Port Orange Florida; and
Fire Station No.74 located at 6701 Airport Road, Port Orange, Florida

Legal Description: See attached Exhibit "A"

Front Page

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

EXHIBIT "A"

**City of Port Orange Fire Station No. 71
4200 S. Ridgewood Ave, Port Orange, Volusia County, Florida**

Parcel ID:
6341-08-00-0010

Legal Description:
A portion of the Parcel ID listed above.

**City of Port Orange Fire Station No. 74
6701 Airport Road, Port Orange, Volusia County, Florida**

Parcel ID:
6331-00-00-0025

Legal Description:
A portion of the Parcel ID listed above.

A.G. Pifer Construction Co., Inc.

**ITB#19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT
PORT ORANGE FIRE STATIONS NO. 71 & NO. 74**

City Case/FY19/OBM015

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, **A.G. PIFER CONSTRUCTION CO., INC.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THIRTY-NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$39,600.00)**, 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 _____ 2019, entered into by and between the Principal and the City, for Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & No. 74, 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 and shall be deemed an original, this _____, day of _____, 2019.

Attest:

A.G. Pifer Construction Co., Inc.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Anthony Gregg Pifer, 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, FLORIDA

INVITATION TO BID

REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74

ITB #19-09



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent
Release Date: March 12, 2019

Bid Due Date and Time: April 23, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-09

REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74

Notice is hereby given that the City of Port Orange is soliciting bids for **REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74**. 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 April 23, 2019** 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 and Site Visit Conference for the project at **10:00 A.M.** (local time) on **March 26, 2019** and an Optional Pre-Bid Meeting at **10:00 A.M.** (local time) on **April 2, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. 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: Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 located at 4200 S. Ridgewood Ave; Port Orange Florida and No.74 located at 6701 Airport Road, Port Orange, Florida. Bidders must be a licensed contractor.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com.

All questions shall be directed **in writing** to the Purchasing Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **“Questions on ITB #19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74”** in the subject line. **Last day for questions will be April 9, 2019 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.

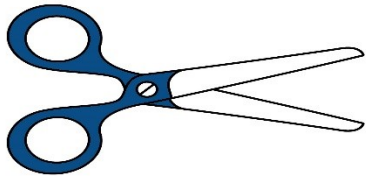
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 VanValkenburgh, 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 #19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74 .”**

David Van Valkenburgh, Purchasing Agent
Legal Ad - One Time – **March 12, 2019**

[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 #19-09
BID TITLE:	REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74
DUE DATE/TIME:	April 23, 2019
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of Removal and replacement of kitchen cabinets and associated work at Port Orange Fire Station No. 71 & No 74. as described herein. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified 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: March 12, 2019
Mandatory Pre-Bid /Site Visit March 26, 2019 at 10:00 A.M.
Optional Pre-Bid Meeting..... April 2, 2019 at 10:00 A.M.
Deadline for Questions: April 9, 2019 by 5:00 P.M.
Final Addendum Posting: April 16, 2019 by 5:00 P.M.
Bids Due: **April 23, 2019 by 2:30 P.M.**
City Council Meeting for Approval of Recommendation of Award To Be Determined

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

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

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

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

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits 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 either meeting. All attendees to the Mandatory Pre-Bid Conferences 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 either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Proposal Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74 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 Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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

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

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

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

MINIMUM QUALIFICATIONS:

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

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.

- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 located at 4200 S. Ridgewood Ave; Port Orange Florida and Fire Station No.74 located at 6701 Airport Road, Port Orange, Florida.

SCOPE OF WORK:

Contractor will be responsible for providing all labor and materials to properly construct the project as described in the bid plan specifications.

- All cabinet are to build of Plywood then LP covered.
- Bases and kicks need to be pressure treated plywood.
- There is no drawing of the current cabinets from when the facilities were built. All specifications for this project are included below within the “General Specifications”.
- Once the job is started on site, all work must flow property and continuous by all trades including coordination with between all trades, plumber, electricians, etc.

BUDGET:

Budget amount not to exceed \$40,000

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GENERAL SPECIFICATIONS FOR FIRE STATION No.71

- 1) Selective demolition: Remove all of the existing base and wall cabinets, in the kitchen area. Remove the "telephone desk", backsplash(s) and support. Remove "island cabinets", and existing sink. All of the above materials are to be removed from the site and disposed of in accordance with local codes and ordinances.
- 2) Carefully remove the existing garbage disposal, refrigerator, range and dishwasher. Store these appliances on site for complete re-installation by the successful contractor.
- 3) Remove one (1) row of ceramic wall tile (if necessary) to remove the existing countertops(s). Refer to "wall tile details".
- 4) Provide and install new cabinets that will duplicate the original installation in regard to size, door layout, drawers, etc., in accordance with the cabinet specifications in this bid manual. Backsplashes will be ceramic tile in accordance with the ceramic tile backsplash detail in this bid manual, for the north and west walls. The backsplash between the top of the countertop and the "bar" will be Laminated/Plastic (L/P) covered to match the countertop color. Countertops to be L/P covered.
- 5) "Telephone Desk": Replace desk, support(s) and backsplash. Increase the overall height of the backsplash +1", so as to eliminate "repainting". Provide additional L/P covered "trim" at the floor to desk support to eliminate "repainting".
- 6) Provide new, vinyl base, as required, for all cabinets. Base color is to match existing color, size and shape, using roll goods in lieu of 4'- 0" lengths.
- 7) Re-install all appliances as noted in item#2.
- 8) Provide and install a new, dual compartment, stainless steel sink and new sink trim, equal to the existing sink and trim. (i.e. "Elkay").
- 9) Laminated plastic colors to be selected by the City, from manufacturers standard colors. (L/P)
- 10) Contractor is responsible for all procure and pay for all required permits and fees.
- 11) Contractor is responsible for all actual measurements and take-offs.

GENERAL SPECIFICATIONS FOR FIRE STATION No.74

- 1) Selective demolition: Remove all of the existing base and wall cabinets, in the kitchen area. Remove the “telephone desk”, backsplash(s) and support. Remove “island cabinets”, and existing sink. All of the above materials are to be removed from the site and disposed of in accordance with local codes and ordinances.
- 2) Carefully remove the existing garbage disposal, refrigerator, range and dishwasher. Store these appliances on site for complete re-installation by the successful contractor.
- 3) The existing backsplashes at Fire Station #74 are L/P covered, at the sink and refrigerator elevation. Remove these backsplashes and replace with ceramic tile. The backsplash between the top of the countertop and the “bar” will be L/P covered to match the countertop color.
- 4) Provide and install new cabinets that will duplicate the original installation in regards to size, door layout, drawers, etc. countertops to be L/P covered.
- 5) “Telephone Desk”: Replace desk, support(s) and backsplash. Increase the overall height of the backsplash +1”, so as to eliminate “repainting”. Provide additional L/P covered “trim” at the floor to desk support to eliminate “repainting”.
- 6) Provide new, vinyl base, as required, for all cabinets. Base color is to match existing color, size and shape, using roll goods in lieu of 4’- 0” lengths.
- 7) Re-install all appliances as noted in item#2.
- 8) Provide and install a new, dual compartment, stainless steel sink and new sink trim, equal to the existing sink and trim. (i.e. “Elkay”).
- 9) Laminated plastic colors to be selected by the City, from manufacturers standard colors. (L/P)
- 10) Contractor is responsible for all procure and pay for all required permits and fees.
- 11) Contractor is responsible for all actual measurements and take-offs.

CABINET SPECIFICATIONS

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Plastic-laminate cabinets.
2. Plastic-laminate countertops.

1.2 SUBMITTALS

A. Product Data: For cabinet hardware and accessories.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

C. Samples:

1. Plastic-laminates, for each type, color, pattern, and surface finish.
2. Thermoset decorative panels, for each type, color, pattern and surface finish.
3. Manufacturers standard colors.

1.3 QUALITY ASSURANCE

A. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards for Custom Grade." No formaldehyde-emitting wood products shall be permitted.

1.4 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wood Products:

- B. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

2.2 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural woodwork.
- B. Butt Hinges: 2-3/4-inch (70-mm), 5-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:
 - 1. Semi concealed Hinges for Overlay Doors: BHMA A 156.9, BO 1521.
- C. Back-Mounted Pulls: BHMA A156.9, B02011.
- D. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
- E. Catches: Magnetic catches, BHMA A 156.9, B03141.
- F. Drawer Slides: BHMA A156.9, B05091.
 - 1 . Standard Duty (Grade 1, Grade 2, and Grade 3): Side mounted full-extension type; zinc- plated steel with polymer rollers.
 - 2 . File Drawer Slides: Grade 1 HD-200; for drawers more than 6 inches (150 mm) high or 24 inches (600 mm) wide.
 - 3 . Pencil Drawer Slides: Grade 1; for drawers not more than 3 inches (75 mm) high and 24 inches (600 mm) wide.
 - 4 . Adjustable shelves: K&V recessed W/K&V shelf clips.
- G. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Bright Chromium Plated: BHMA 625 for brass or bronze base; BHMA 651 for steel base.

2.3 MISCELLANEOUS MATERIALS

- A. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

2.4 FABRICATION

A. General: Complete fabrication to maximum extent possible before shipment to Project site. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.

1. Shop cut openings to maximum extent possible. Sand edges of cutouts to remove splinters and burrs. Seal edges of openings in countertops with a coat of varnish.

B. Plastic-Laminate Cabinets:

1. AWI Type of Cabinet Construction: Flush overlay.

2. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate as follows:

- a. Horizontal Surfaces Other Than Tops: Grade HGS.
- b. Postformed Surfaces: Grade HGP.
- c. Vertical Surfaces: Grade HGS.
- d. Edges: Grade HGS.

3. Materials for Semi Exposed Surfaces Other Than Drawer Bodies: Thermoset decorative panels.

4. Drawer Sides and Backs: Thermoset decorative panels.

5. Drawer Bottoms: Hardwood plywood.

6. Colors, Patterns, and Finishes: As indicated by manufacturer's designations.

Colors, Patterns and Finishes: As selected by Architect from laminate Manufactures Laminate Manufacturer's full range of finish. (Standard Colors)

7. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

C. Plastic-Laminate Countertops:

1. High-Pressure Decorative Laminate Grade: HGS.

2. Colors, Patterns, and Finishes: As indicated by manufacturer's designations.

3. Colors, Patterns, and Finishes: As selected by owner from laminate manufacturer's full range of finish. (Standard Colors)

4. Edge Treatment: Same as laminate cladding on horizontal surfaces.

5. Core Material at Sinks: Exterior-grade plywood.

PART 3 - EXECUTION

3.1 INSTALLATION

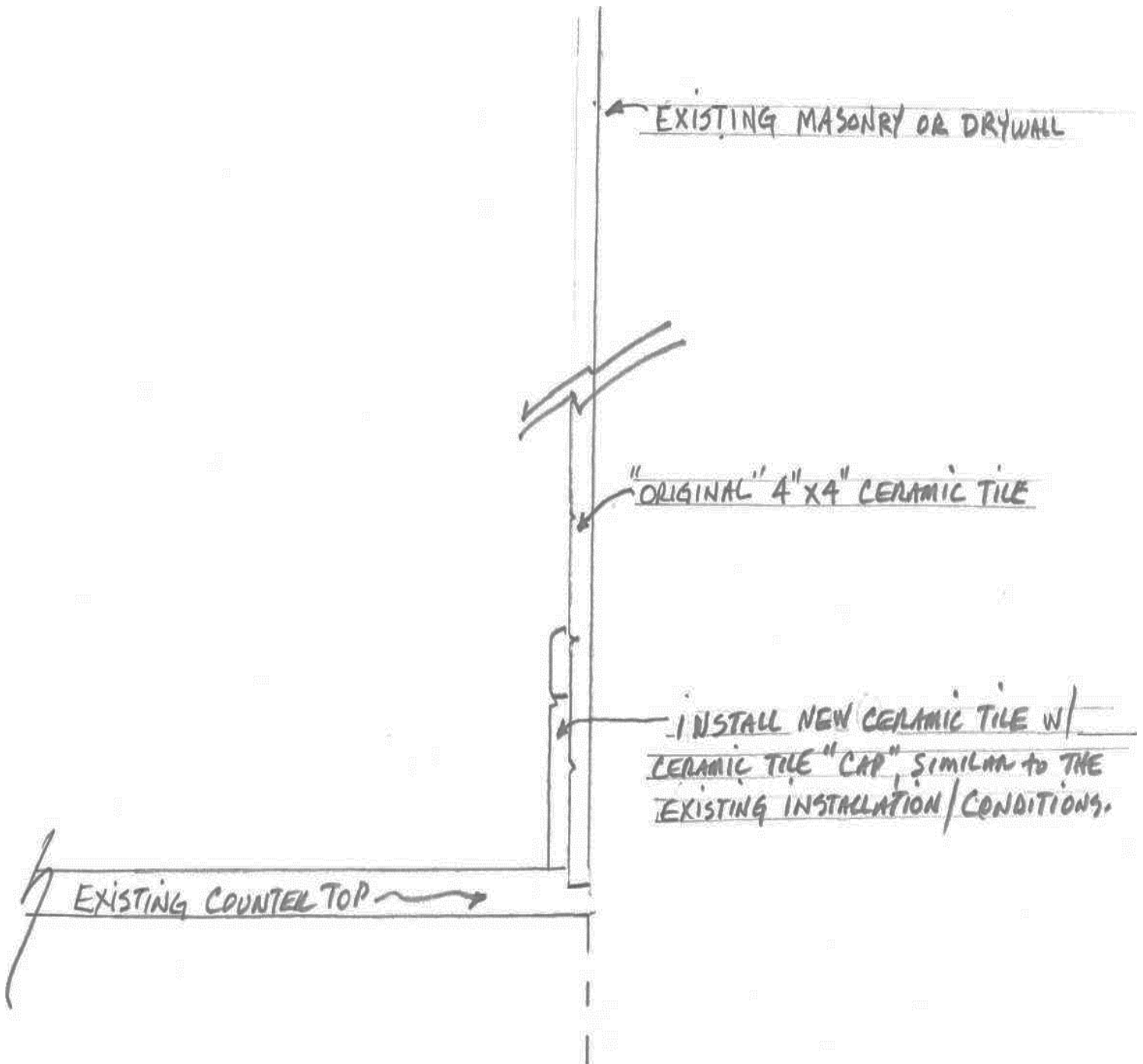
A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas. Examine shop-fabricated work for completion and complete work as required, including removal of packing and back priming.

B. Cabinets: Install without distortion so doors and drawer's fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.

1. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.
- C. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop. Calk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."

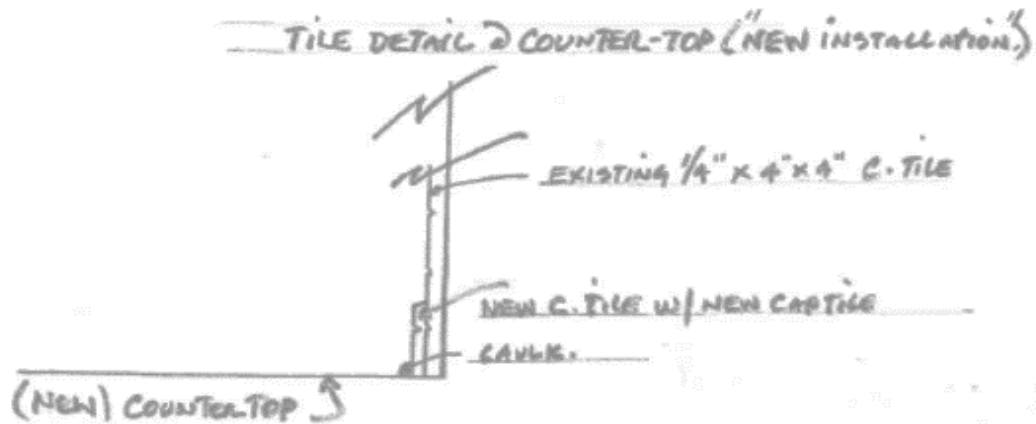
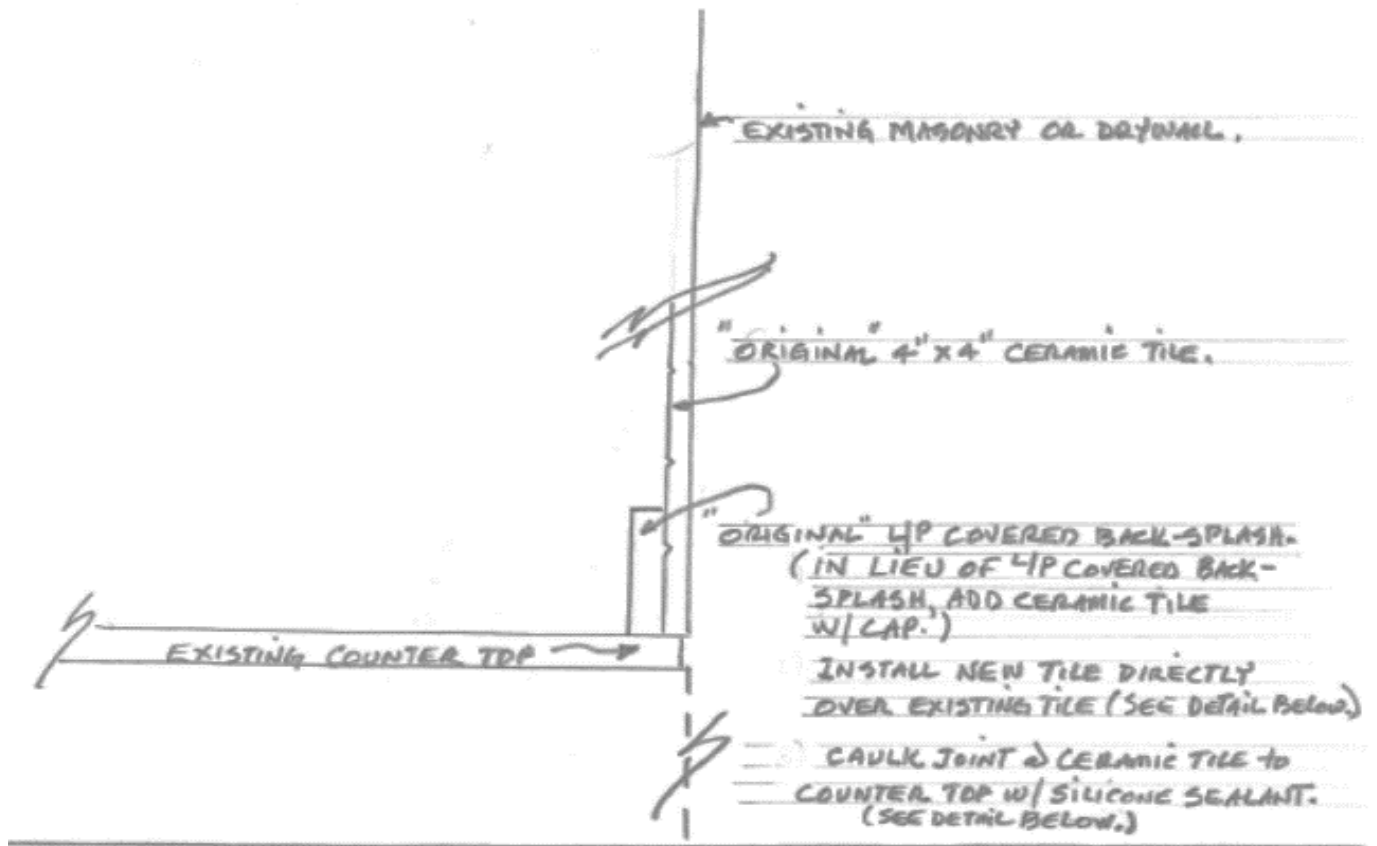
END OF SECTION 064023

CERAMIC WALL TILE DETAIL FOR
FIRE STATION #71



Fire Station No. 71
4200 S. Ridgewood Ave
No Scale.

CERAMIC WALL TILE DETAIL(S) FOR
FIRE STATION #74: EXISTING AND NEW TILE DETAIL(S)



Fire Station No. 74
6701 Airport Road.
No Scale.

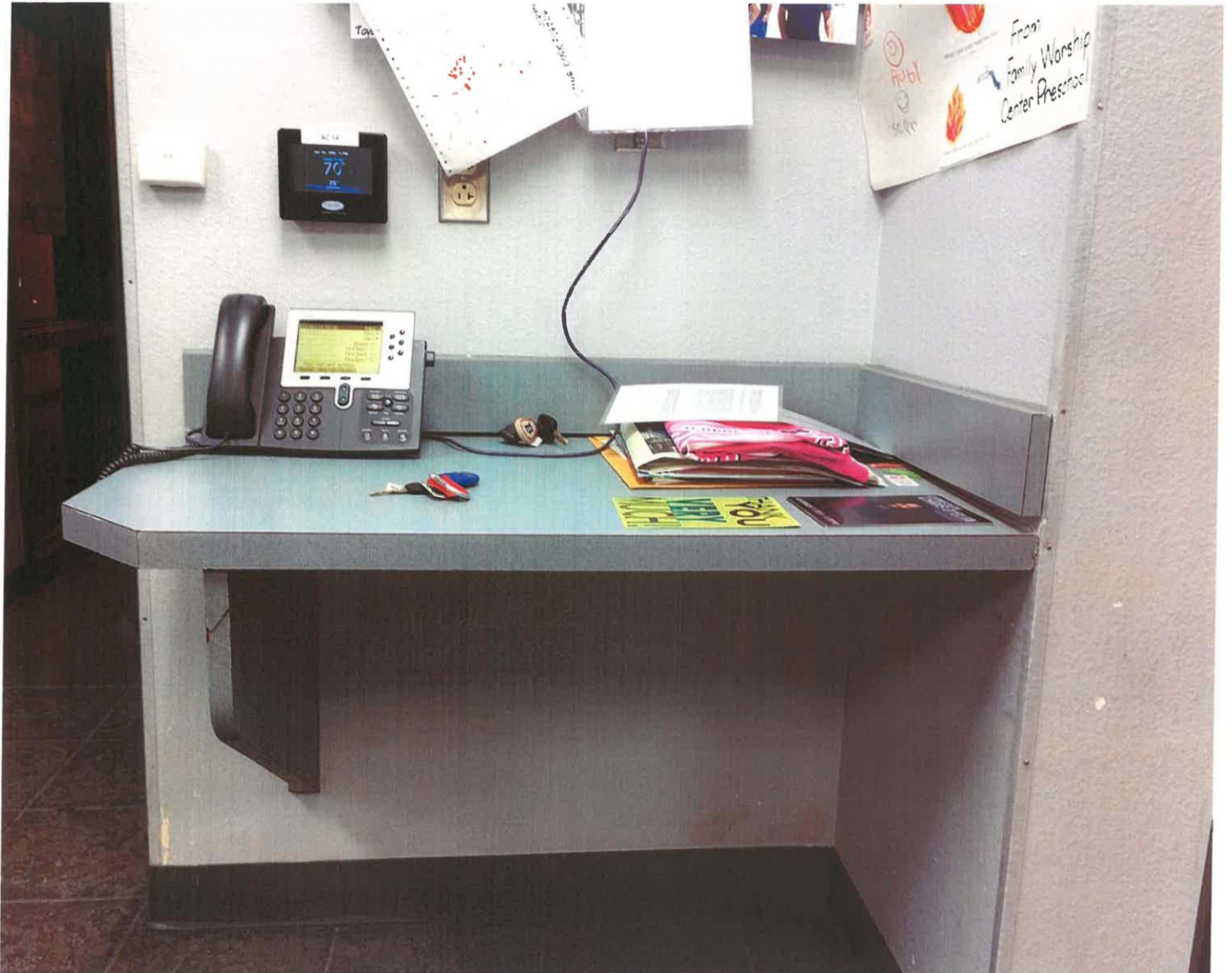
**PHOTOGRAPHS OF EXISTING KITCHEN
AND TELEPHONE DESK: FIRE STATION #71**











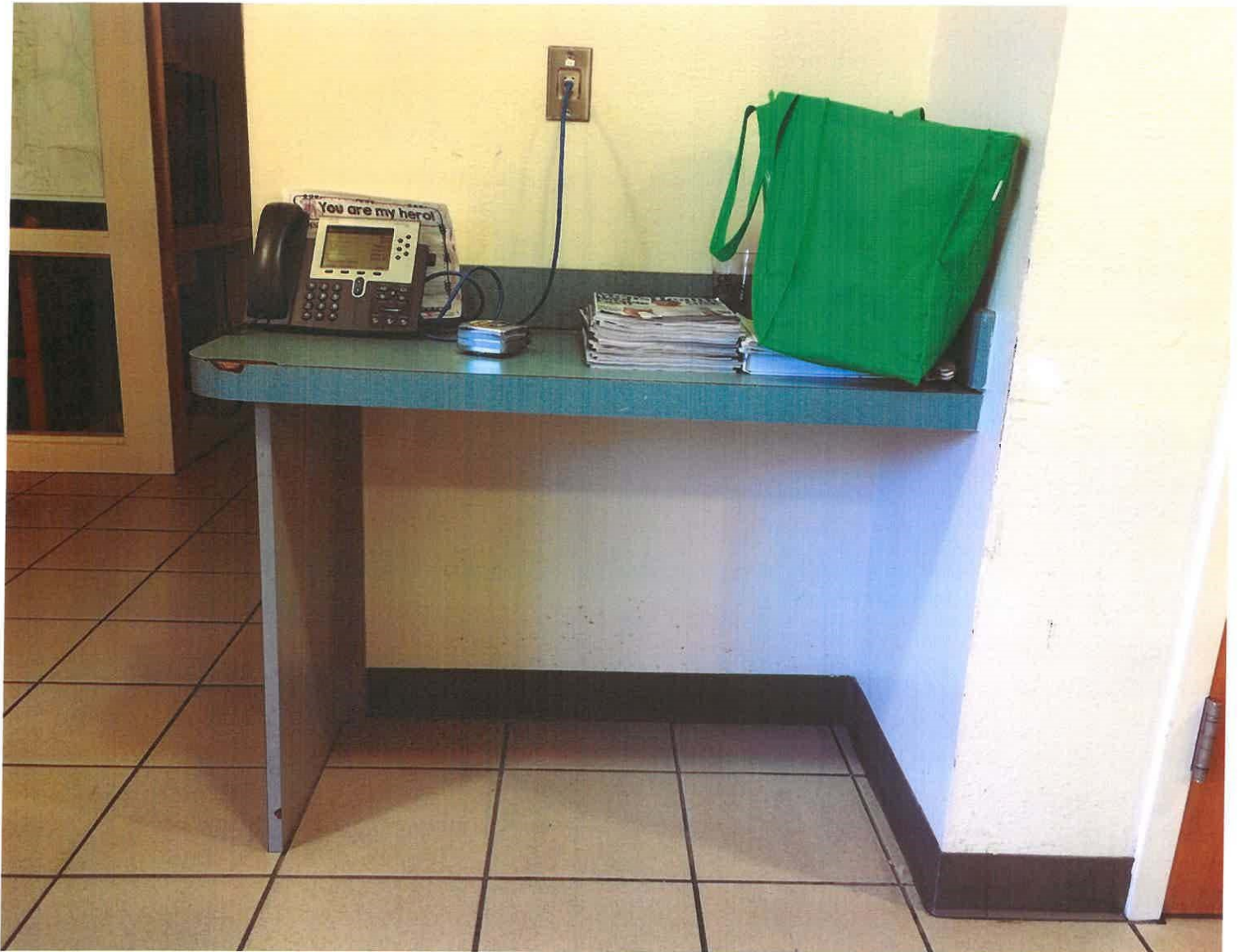
PHOTOGRAPH OF EXISTING KITCHEN
AND TELEPHONE DESK: FIRE STATION #74



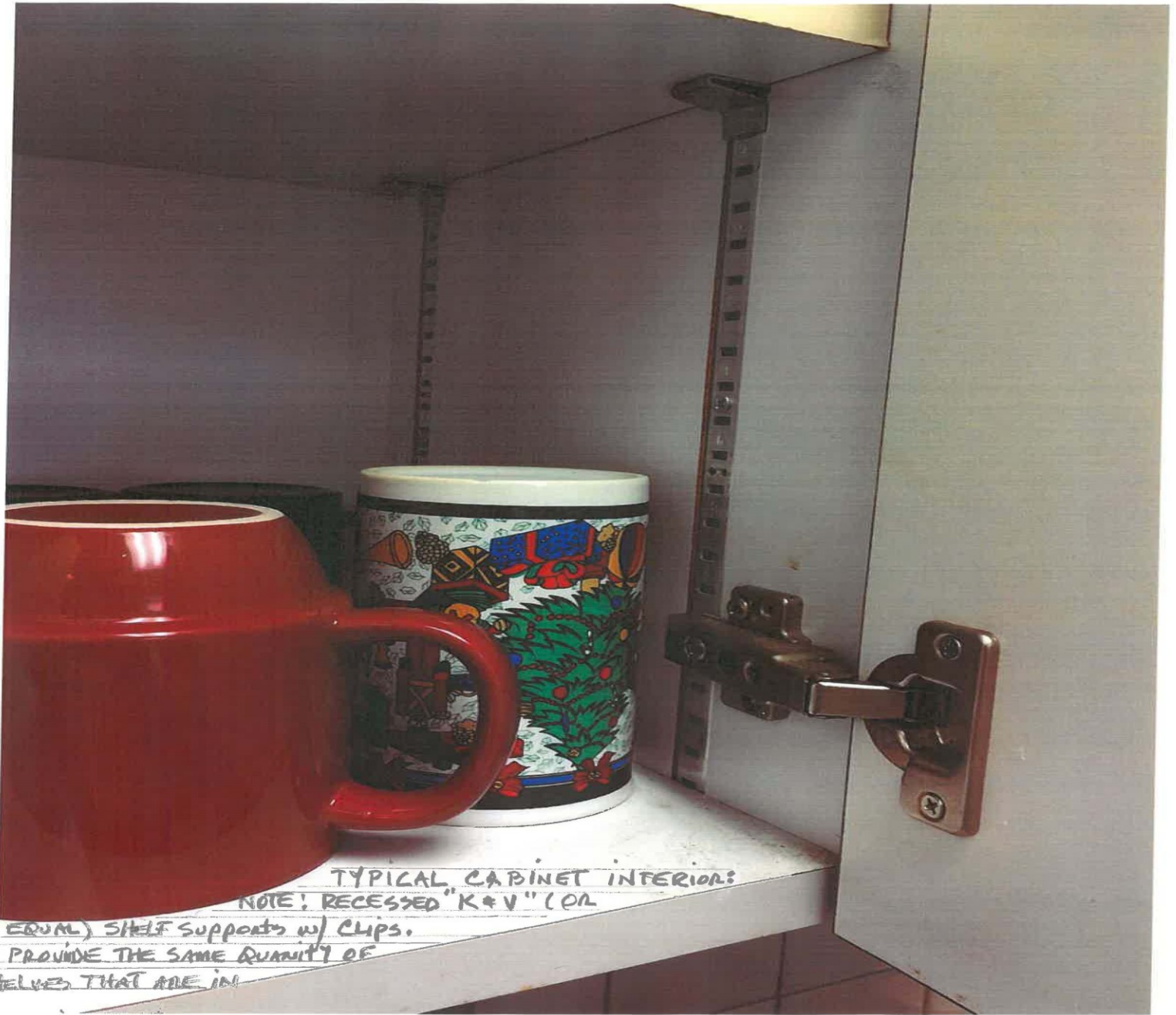








CABINET DETAIL FOR SHELVING SUPPORTS,
TYPICAL FOR OVERHEAD CABINETS: FIRE STATION #71 AND #74



TYPICAL CABINET INTERIOR:

NOTE: RECESSED "K+V" (OR

EQUAL) SHELF SUPPORTS w/ CLIPS.

PROVIDE THE SAME QUANTITY OF

SHELVES THAT ARE IN

EXISTING CABINETS.

• TYPICAL SHELF DETAIL •

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

- improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.

31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting

- statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own Agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. **ACCEPTANCE BY CITY**

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

2. **ADDENDUM**

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

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

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to

add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

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

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

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

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

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

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

8. **AWARDS**

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

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

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

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

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

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

10. **BID RETURNS**

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

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal

written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

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

12. **BID/PROPOSAL TABULATION**

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

13. **BONDS**

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

of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

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

15. **CHANGE ORDERS**

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

16. **CHANGE ORDER REQUEST NOTIFICATION**

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

17. **CLEAN UP**

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

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

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the

pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

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

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

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

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

21. **CONFLICT OF INSTRUCTIONS**

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

22. **CONTRACT**

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

irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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

24. **CONTRACT RENEWALS**

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

25. **COOPERATIVE PURCHASING**

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

26. **COPYRIGHT AND PATENT RIGHTS**

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

27. **COST INCURRED BY VENDOR**

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

28. **DAMAGE**

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

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

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

31. **DELIVERY OF GOODS/SERVICES**

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

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

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

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

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

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

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

33. **DISCLOSURE OF CONFLICTS**

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

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non-response from that

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

35. **EVALUATION**

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

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

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

38. **E-VERIFY**

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

39. **FACILITIES**

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

40. **FAILURE TO RESPOND**

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

41. **FINANCIAL STABILITY**

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

42. **FORCE MAJEURE**

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

43. **GOVERNING FORMS**

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

44. **GOVERNING LAW**

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

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

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

45. **GRANT FUNDING**

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

46. **HIPAA COMPLIANCE**

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

47. **IDENTICAL TIE BIDS**

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

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

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

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

50. **INSPECTIONS AND TESTING**

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

51. **INSURANCE**

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

52. **INSURANCE CANCELLATION**

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

53. **INSURANCE REQUIREMENTS**

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

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

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

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

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

54. **INVOICES AND PAYMENTS**

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

55. **IRREVOCABILITY OF RESPONSES**

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

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

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

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in

response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

58. **LICENSES, PERMITS AND TAXES**

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

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

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

60. **LITIGATION HISTORY:**

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

61. **LOCAL PREFERENCE**

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

(a) Competitive Bids

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

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal

opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

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

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

62. **MAINTENANCE**

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

63. **NAME BRANDS**

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

64. **NON-DISCRIMINATION**

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

65. **NON-EXCLUSIVITY OF CONTRACT**

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

66. **NON-PERFORMANCE:**

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

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

67. **NOTICE TO CONTRACTOR**

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

68. **OPTIONAL CONTRACT USAGE**

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

69. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

70. **PATENTS/COPYRIGHTS**

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

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

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

72. **PREPARATION OF RESPONSES**

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

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

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

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

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

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

75. **PRODUCTS/ESTIMATES:**

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

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be

ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY INFORMATION**

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

77. **PROTECTION**

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

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

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

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

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

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

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

86. **REJECTING OF RESPONSES, REBIDDING**

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

87. **REQUEST FOR ADDITIONAL INFORMATION**

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

88. **REVIEW OF RESPONSES/SUBMISSIONS**

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

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

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

90. **RIGHT OF WITHDRAWAL**

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

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

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

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

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

93. **SAMPLES**

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

94. **SEPARATION AND DISTRIBUTION**

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

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

95. **SEVERABILITY**

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

96. **SIGNATURE REQUIRED**

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

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

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

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

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

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

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

100. **STATE LICENSING REQUIREMENTS**

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

101. **SUBCONTRACTING**

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

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

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

104. **TERM CONTRACTS**

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

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the

proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

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

107. **TITLE TRANSFER**

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

108. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

109. **USE OF SOLICITATION FORMS**

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

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

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted,

shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

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

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

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

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

112. **WAIVER OF IRREGULARITIES**

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

113. **WARRANTIES**

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

Cabinets will be free in defects from material and workmanship under normal use and maintenance to the original consumer for a period of one (1) year from the date of purchase. If the cabinetry fails during the predetermined warranty period due to normal use, the contractor will repair and/or provide replacement parts and repair the defect.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed. Substantial completion will be forty-five (45) calendar days with thirty (30) more days for final completion.

ELIGIBILITY OF VENDOR:

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

AWARD:

The City Council is seeking a vendor for the award that is LOWEST, RESPONSIVE, RESPONSIBLE BIDDER.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ 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)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

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

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
_____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1 Plumbing

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2 Electrical

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3 Ceramic Tile

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4 Cabinet Manufacturer

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 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

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

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

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

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

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

This document must be completed and returned with your Submittal

			
"ATTACHMENT 1" SCHEDULE OF UNIT PRICING			
BID FORM			
CITY OF PORT ORANGE			
ITB # 19-09			
Removal and Replacement of Kitchen Cabinets AND Associated Work Fire Station No. 71 & No. 74			
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 NAME:			
AUTHORIZED SIGNATURE:			
BID PROPOSAL			
ITEM #	DESCRIPTION	TOTAL COST SCOPE OF WORK	TOTAL COST
1	FIRE STATION NO. 71 PER SPECIFICATIONS	\$0.00	\$0.00
2	FIRE STATION NO. 74 PER SPECIFICATIONS	\$0.00	\$0.00
		TOTAL BASE BID	\$0.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			

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

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

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

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 2 of 2
Public Construction Bond

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

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

(i) _____

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

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

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

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

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

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

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. **Inspection**

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ 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]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



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

ADDENDUM NO. # 1

ITB 19-09

REMOVAL AND REPLACEMENT OF KITCHEN CABINETS

FIRE STATIONS NO. 71 & NO. 74

April 16, 2019

purchdiv@port-orange.org

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 12, 2019 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.

CLARIFICATIONS:

1) SECTION 6 – SPECIAL CONDITIONS: CONTRACT TERM / COMPLETION TIME:

Substantial completion time increased from Forty-Five (45) days to Seventy (70) days.

The term of the contract shall be from the notice to proceed. Substantial completion will be Seventy (70) calendar days with thirty (30) additional days for final completion.

2) Shop Drawing review – Shop drawings will be reviewed by City of Port Orange and verified for uniformity only, all measurements are the responsibility of the contractor.

3) Mandatory Pre-Bid Site visit March 26th was held at Firehouse #71 only.

4) Mandatory Pre-Bid Site visit April 2nd was held at Firehouse #71 and #74.

CHANGES TO SPECIFICATIONS:

- 1) All outside corners to shall have a radius similar to existing countertops except for the corner near the existing refrigerators at both Firehouses #71 & #74.
- 2) 2nd Refrigerator is to be added to the location: Cabinet next to refrigeration to be cut down approximately 12" for two (2) refrigerators with splitter on water line to accommodate two (2) refrigerators (may need to add an additional and/or modify the existing receptacle)
- 3) Demo of existing cabinets - remove for future use - do not destroy. Existing cabinets will be turned over to City of Port Orange. Delivery of the old cabinets location will be at the existing Fire House (s) will be determined at time of notification. 24 Hour advance notification of available existing cabinets to Ken Fustin 386-506-5910 or Bobby Bryant 386-506-5582.
- 4) The cabinets above the refrigerator in both Fire Houses will change from 12" depth to 24" depth to allow additional storage
- 5) As discussed, Cabinets will extend into the "dead space" in the corner of each kitchen. This will allow additional storage within the base cabinets.
- 6) Should the contractor use "varnish or similar clear finish" a minimum of two (2) coats are required.

QUESTIONS AND ANSWERS:

1. Are the cabinets still plywood and laminated inside and outside?

Answer: Laminate outside and varnish inside is acceptable

2. Are we replacing the vinyl base on the base cabinet?

Answer: Yes, vinyl base on toekicks of all cabinets to match existing color as closely as possible. Furnish and install "Roll Goods" in lieu of 4' -0" pieces.

3. Would you gut/demo both kitchens at one time or do simultaneous or would you do one complete and then move to the other.

Answer: You would do one compete and then move to the other?

4. Will we be able to measure up the job?

Answer: Yes, the successful bidder/contractor will need to measure up the job

David Van Valkenburgh Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-09 remains unchanged.

END OF ADDENDUM NO. #1



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-19-09
ITB TITLE: REMOVAL AND REPLACEMENT OF KITCHEN CABINETS FIRE STATIONS NO. 71 & NO. 74
OPENING DATE/TIME: 4/23/2019 AT 2:30 P.M.

			Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")			Paul Culver Construction	A. G. Pifer Construction	Vendor	Vendor
1	Form 7.2 – Vendor’s Acknowledgement		NO	YES		
2	Form 7.3 – Addendum and Change Order Procedure		NO	YES		
3	Form 7.4 – Drug Free/Tie Preference Statement		NO	YES		
4	Form 7.5 – Public Entity Crimes Statement		NO	YES		
5	Form 7.6 – Affidavit of Anti-Collusion		NO	YES		
6	Form 7.7– Authorized Signatures/Negotiators		NO	YES		
7	Form 7.8 – Statement of Vendor’s Qualifications		NO	YES		
8	Form 7.9 – Professional References for Previous Experience		NO	YES		
9	Form 7.10 – Listing of Subcontractors		NO	YES		
10	Form 7.12 – Local Business Affidavit of Eligibility		NO	YES		
11	Form 7.13 – Certificate as to Corporate Principal		NO	YES		
12	Attachment 1 – Bid Proposal		YES	YES		
13	Bid Bond		NO	YES		
	1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.		NO	YES		
	Deemed Responsive?		NO	YES		
	Additional Comments		Did not submit required bid documents	Recommendation of award to requesting department		
	FIRE STATION NO. 71		\$16,193.00	\$19,800.00	\$0.00	\$0.00
	FIRE STATION NO. 74		\$16,230.00	\$19,800.00	\$0.00	\$0.00
	TOTAL BID		\$32,423.00	\$39,600.00	\$0.00	\$0.00
Opened and tabulated by:		David Van Valkenburgh Purchasing Agent				
Witnessed by:		Michael Hall				

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-19-06
ITB TITLE: REMOVAL AND REPLACEMENT OF KITCHEN CABINETS FIRE STATIONS NO. 71 & NO. 74
OPENING DATE/TIME: 4/23/2019 AT 2:30 P.M.

			Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")			Vendor	Vendor	Vendor	Vendor
1	Form 7.2 – Vendor’s Acknowledgement					
2	Form 7.3 – Addendum and Change Order Procedure					
3	Form 7.4 – Drug Free/Tie Preference Statement					
4	Form 7.5 – Public Entity Crimes Statement					
5	Form 7.6 – Affidavit of Anti-Collusion					
6	Form 7.7– Authorized Signatures/Negotiators					
7	Form 7.8 – Statement of Vendor’s Qualifications					
8	Form 7.9 – Professional References for Previous Experience					
9	Form 7.10 – Listing of Subcontractors					
10	Form 7.12 – Local Business Affidavit of Eligibility					
11	Form 7.13 – Certificate as to Corporate Principal					
12	Attachment 1 – Bid Proposal					
13	Bid Bond					
	1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.					
	Deemed Responsive?					
	Additional Comments					
	FIRE STATION NO. 71		\$0.00	\$0.00	\$0.00	\$0.00
	FIRE STATION NO. 74		\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL BID		\$0.00	\$0.00	\$0.00	\$0.00
Opened and tabulated by:			David Van Valkenburgh Purchasing Agent			
Witnessed by:			Joseph Castro Purchasing Buyer			

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-19-06
ITB TITLE: REMOVAL AND REPLACEMENT OF KITCHEN CABINETS FIRE STATIONS NO. 71 & NO. 74
OPENING DATE/TIME: 4/23/2019 AT 2:30 P.M.

		Response 9	Response 10	Response 11	Response 12
Submittal Required Forms (mark "yes" or "no")		Vendor	Vendor	Vendor	Vendor
1	Form 7.2 – Vendor’s Acknowledgement				
2	Form 7.3 – Addendum and Change Order Procedure				
3	Form 7.4 – Drug Free/Tie Preference Statement				
4	Form 7.5 – Public Entity Crimes Statement				
5	Form 7.6 – Affidavit of Anti-Collusion				
6	Form 7.7– Authorized Signatures/Negotiators				
7	Form 7.8 – Statement of Vendor’s Qualifications				
8	Form 7.9 – Professional References for Previous Experience				
9	Form 7.10 – Listing of Subcontractors				
10	Form 7.12 – Local Business Affidavit of Eligibility				
11	Form 7.13 – Certificate as to Corporate Principal				
12	Attachment 1 – Bid Proposal				
13	Bid Bond				
	1 Original, 1 Digital Copy (CD or flash drive) version in PDF format.				
	Deemed Responsive?				
	Additional Comments				
	FIRE STATION NO. 71	\$0.00	\$0.00	\$0.00	\$0.00
	FIRE STATION NO. 74	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BID		\$0.00	\$0.00	\$0.00	\$0.00
Opened and tabulated by:		David Van Valkenburgh Purchasing Agent			
Witnessed by:		Joseph Castro Purchasing Buyer			



NOTICE OF INTENT TO AWARD

ITB #19-09 REMOVAL and REPLACEMENT of KITCHEN CABINETS FIREHOUSE #71 and #74

April 24th, 2019

On April 23rd, 2019 Purchasing received Two (2) proposals for ITB #19-09 Removal and Replacement of Kitchens Firehouse #71 & #74.

After review of the proposals submitted, City Staff has made its recommendation to award to AG Pifer Construction Co. Inc.

Recommendation to award will be presented for City Council approval on May 21st, 2019.

**David Van Valkenburgh
Purchasing Agent**

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor’s Qualifications (See Attachments)
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ 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: A. G Pifer Construction Co. Inc.
Name of Business


Authorized Signature Anthony Gregg Pifer | President

04/23/2019
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):

A.G Pifer Construction Co. Inc.
NAME OF BUSINESS

3629 Old Deland Road

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

386-257-4448 | 386-257-5503

TELEPHONE NUMBER / FAX NUMBER

Anthony Gregg Pifer | President

NAME, TITLE, TYPED

59- 2986219

FEDERAL IDENTIFICATION #

agpcon@bellsouth.net

E-MAIL ADDRESS

STATE OF florida COUNTY OF Volusia

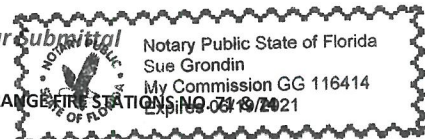
The foregoing instrument was acknowledged before me this day of April 23, 2019 by Anthony Gregg Pifer, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your **Submission**

ITB #19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS



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: April 10, 2019 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."

A.G Pifer Construction Co. Inc.

Name of Business

By: _____

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23 day of April, 2019, by
Anthony Gregg Pifer, as President of

(NAME)

A.G Pifer Construction Co. Inc.

(TITLE)

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

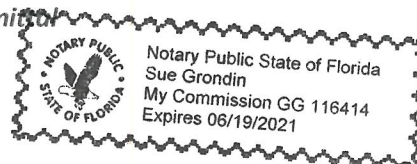
☐ has produced _____ as identification.

Sue Grondin

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submission



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.

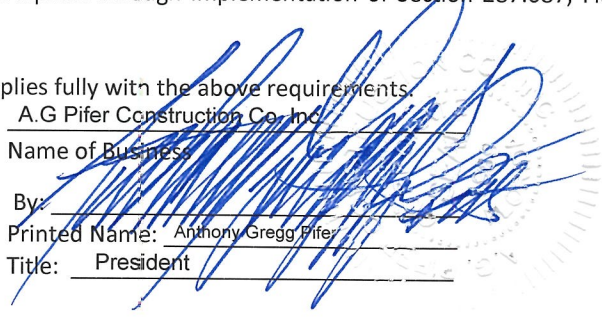
In order to have a drug-free workplace program, a business shall:

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.

A.G Pifer Construction Co. Inc.

Name of Business

By: 

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23 day of April, 2019, by
Anthony Gregg Pifer, as President of

(NAME)

(TITLE)

A.G Pifer Construction Co. Inc.

(NAME OF ORGANIZATION)

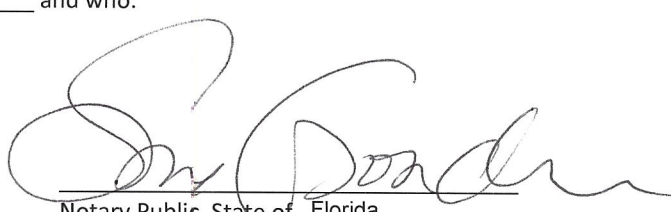
and who:

[Notary: Please select one]

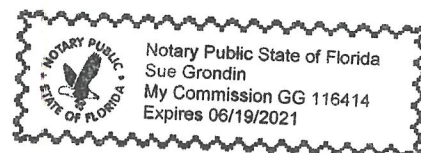
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal


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 Anthony Gregg Pifer, who, being by me first duly sworn, made the following statement:

1. The business address of A.G Pifer Construction Co. Inc. (name of Offeror or business) is
3629 Old Deland Road Daytona Beach, FL 32124.
2. My relationship to A.G Pifer Construction Co. 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.)~~

A.G Pifer Construction Co. Inc.

Name of Business

By: _____

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23 day of April, 2019, by
Anthony Gregg Pifer, as President of
A.G Pifer Construction Co. 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

Notary Public, State of Florida

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.

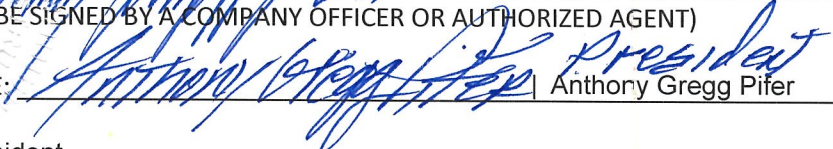
SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

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: A.G Pifer Construction Co. Inc.

SIGNED BY: 

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

PRINTED SIGNATURE:  Anthony Gregg Pifer

TITLE: President

ADDRESS: 3629 Old Deland Road

CITY: Daytona Beach, FL 32124 STATE: _____ ZIP CODE: _____

TELEPHONE: 386-257-4448 | 386-257-5503 FAX: _____

COMPLETION TIME: April 23, 2019 @ 1:52 pm

F.E.I.N. NUMBER: 59- 2986219

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

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
Anthony Gregg Pifer	President	386-257-4448

(Authorized Signature)

ITB #19-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & NO. 74

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

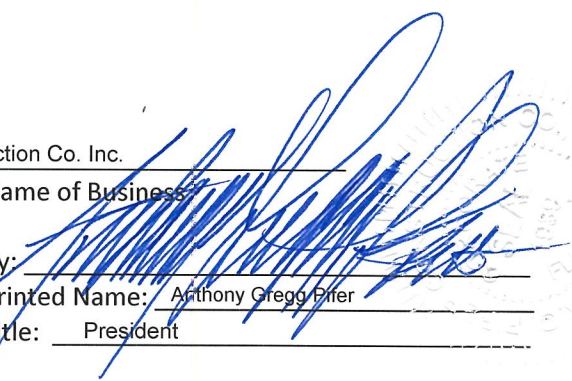
- A. Name of Vendor. A.G Pifer Construction Co. Inc.
- B. Permanent main office address. 3629 Old Deland Road Daytona Beach, FL 32124
- C. Date organized. 12/22/1989
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 30
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached list.
- G. General character of work performed by your company. General Contractor
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Please see Attachment A
- K. List your major equipment currently owned or leased. Common Construction Equipment and tools.
- L. Experience in work similar to this type of project. Please see Attachment A
- M. Background and experience of the principal members of your organization, including the officers. Please see Attachment B
- N. Credit currently available: \$ 1 Million
- O. Give bank reference: Bank of America Ginger 800-673-1044
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Upon Receipt of bid award

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

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

A.G Pifer Construction Co. Inc.

Name of Business

By: 

Printed Name: Anthony Gregg Pifer

Title: President

STATE OF Florida

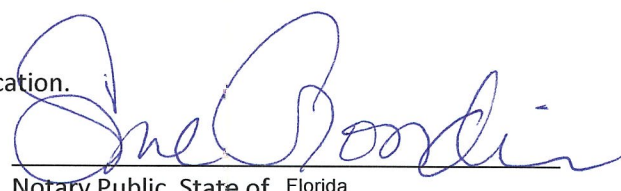
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23 day of April, 2019, by
Anthony Gregg Pifer as President of
A.G Pifer Construction Co. Inc. and who:

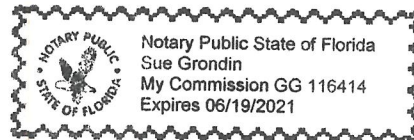
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.


Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

**Please provide three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)**

1. Company Name: City of New Smyrna Beach
Contact Person: Khalid Resheidat
City, State: 210 Sam Avenue, New Smyrna Beach, FL 32168
Telephone Number: 386-424-2185
Email Address: kresheidat@cityofnsb.com
Description of goods or
Services provided: Constructruction of various parks including restroom buildings
Contract Amount: \$2,636,901.07
Start/End Date of Contract: 2006-2019
2. Company Name: City of Orange City
Contact Person: David Santiago
City, State: 205 East Graves Avenue Orange City, FL 32763
Telephone Number: 386-775-5440
Email Address: dsantiago@ourorangecity.com
Description of goods or
Services provided: Constructruction of Mill Lake Park
Contract Amount: \$1,073,088.63
Start/End Date of Contract: 2017- 2019
3. Company Name: Volusia County School Board
Contact Person: Ken Blom
City, State: 3750 Olson Dr Daytona Beach, 32124
Telephone Number: 386-527-6874
Email Address: kblom@volusia.k12.fl.us
Description of goods or
Services provided: Construction of various school board projects
Contract Amount: \$6,422,911.48
Start/End Date of Contract: 2008-2019

This document must be completed and returned with your Submittal.

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Construction Co. Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

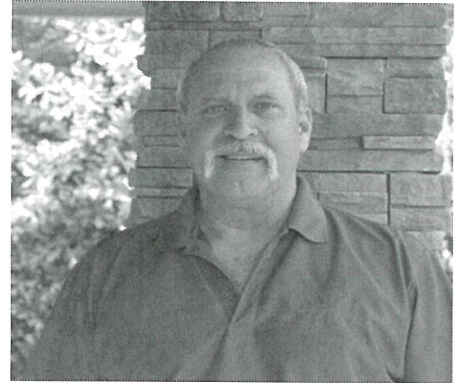
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: agpcon@bellsouth.net

Experience

47 Years Experience in Construction

Tenure with AGP

29 Years with A.G.P.

Qualifications

State of Florida Certified General
Contractor CGC040437

Jessica Lungford Certified
LEED Certified

Primary Role

President
Chief Project Manager
Chief Project Coordinator
Chief Executive Operator
Chief Financial Executive



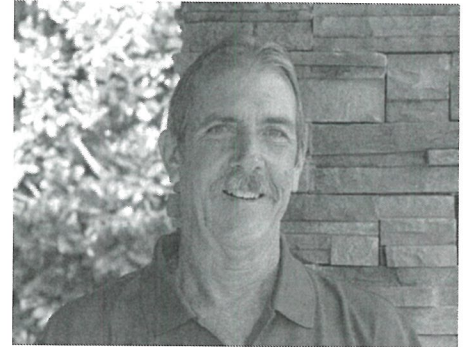
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co. Inc. in April of 2004 as a Project Superintendent with 42 Years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites, as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem solving skills allow the job site to maintain an effective work flow and progress. Employees that work under Mr. Griwold will adhere to all OSHA and Drug Free Workplace requirements, as well as job safety to ensure the most reduced Workman's Compensation injuries.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

56 Years Experience in Construction

Tenure with AGP

15 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lungford Certified

Primary Role

Senior Superintendent



A.G. PIFER CONSTRUCTION CO. INC.

STATE CERTIFIED GENERAL CONTRACTOR CGC040437

3629 OLD DELAND ROAD, DAYTONA BEACH, FL 32124

Ph: (386) 257-257-4448 FX: (386) 257-5503 | E-mail agpcon@bellsouth.net

www.agpiferconstruction.com

COMPLETED PROJECTS

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Deland Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School 200 North Clara Ave Deland, FL	386-947-8787 Tim Moore	6/29/2006	4/17/2007	\$ 690,000.00
Pathway Elementary Site Drainage Improvements	Volusia County School 200 North Clara Ave Deland, FL	386-947-8787 Tim Moore	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary Classroom Addition	Volusia County School 200 North Clara Ave Deland, FL	386-947-8787 Tim Moore	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction Industrial Park	Williams Properties 1111 Saxon Boulevard Orange City, FL	386-775-4544 Terry Williams	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym and Rec center	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-506-5600 Susan Lovallo	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apt. Multi. bldg Renov Interior and Exterior	River Associates, Inc. 1025 South Beach St Daytona Beach, FL	386-527-3217 Pat Jenkins	4/27/2007	7/14/2008	\$ 3,800,000.00
Deland Family YMCA Addition	Deland Family YMCA 761 Intl Speedway Blvd Deland, FL	770-979-2563 Blain Wheeler	12/6/2007	6/4/2009	\$ 3,400,000.00
Lakeview Terrace Mobile Home Park 37 Slip Boat	Daytona Beach Housing 211 North Ridgewood Ave Daytona Beach, FL 32114	386-253-5653 Doug Zimmer	7/30/2009	4/13/2010	\$ 1,706,000.00
Windor/Maley Apartments Rehab	Daytona Beach Housing 211 North Ridgewood Ave Daytona Beach, FL 32114	386-253-5653 Doug Zimmer	1/1/2009	12/31/2009	\$ 1,700,000.00

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Renovation of 159 Duplex Apt throughout the Daytona Beach Area	Daytona Beach Housing 211 North Ridgewood Ave Daytona Beach, FL 32114	386-253-5653 Doug Zimmer	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-506-5600 Susan Lovallo	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New Addition	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-736-5967 x 3289 Gary Morton	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-736-5967 x 3289 Gary Morton	11/19/2010	5/15/2011	\$ 215,000.00
Refurbished Flagler Beach Pier	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-736-5967 x 3289 Gary Morton	9/15/2011	11/7/2011	\$ 79,471.40
Miller office Building Renovation of Historical Building	Miller Diversfied Holdings 120 N Alabama Avenue Deland, FL	386-956-6672 Jean Miller	9/20/2011	3/8/2012	\$ 350,000.00
Flagler Avenue Efficiency Upgrades	City of Deland 120 S Florida Avenue Deland, FL 32720	386-626-7196 Robin Zelenak	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stromwater Improvements	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168	386-424-2185	7/16/2012	3/27/2013	\$ 1,051,831.26
Port Orange City Center Ballfields Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-506-5600 Susan Lovallo	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hill MRI Trailer 5287 Alhambra Dr Orlando, FL 32808	Central FL Medical & Chiro 5287 Alhambra Drive Orlando, FL 32808	407-739-0063 Dr. Sean Leotta	2/10/2013	8/12/2013	\$ 65,150.00
City of Deltona SHIP Program Renovation	City of Deltona 2345 Providence Boulevard Deltona, FL 32725	386-878-8102 Angelia Briggs	4/29/2013	8/7/2018	\$ 300,000.00

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Mary Ave Tot lot - New Smyrna Beach, FL 32168	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168	386-424-2185 Fernand Tiblier jr	5/14/2013	7/11/2013	\$ 65,805.00
VCSB- Spruce Creek HS Portable Repairs Taylor Rd Port orange, FL	Volusia County School Board 3750 Olson Dr Daytona Beach, FL 32124	386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00
Lake forest Apt- Baconies & Staircase 600 Jimmy Ann Drive Daytona Beach, FL 32114	Lake Forest Acquisition Corp 1004 Farnam Street Suite 400 Omaha NE	386-253-5710 Donna Penny	4/15/2013	5/30/2013	\$ 35,541.00
FAA- Refurbished of Bldg 1580 Aviation Center PKWAY Daytona Beach, FL 32114	Federal Aviation Admin 9685 Jeff Fqua Blvd Orlando, FL 32827		7/29/2013	9/30/2013	\$ 35,364.00
Stadium Bleacher 1800 Turnbull Bay Road New Smyrna Beach, FL 32168	City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32168	386-424-2185 Khalid Reseidat	5/4/2013	12/4/2013	\$ 371,737.00
Dove Villas- Kitchen 1150 Jimmy Ann Dr Daytona Beach, FL 32117	UCP/WORC 1100 Jimmy Ann DR Daytona Beach FL 32117	386-274-6474	9/13/2013	2/4/2014	\$ 103,618.00
City of Deltona SHIP & NSP Program	City of Deltona 2345 Providence Boulevard Deltona, FL 32725	386-878-8102 Angelia Briggs	7/1/2014	8/7/2018	1 million +
516 Main Street Interior Renovations Daytona Beach, FL 32117	Mr. John Matts 516 Main Street Daytona Beach, FL 32118	305-785-5180	1/8/2014	7/2/2014	\$ 176,124.25
Winsor / Maley 524 S. Beach Street Daytona Beach, FL 32114	Daytona Beach Housing 211 North Ridgewood Ave Daytona Beach, FL 32114	386-253-5653 Doug Zimmer	4/23/2014	10/6/2014	\$ 720,000.00
Debary Hall Roof & Porch Stabiliz 210 Sunrise Boulevard Debary, FL 32713	County of Volusia Purchasing & Contracts 123 West Indiana Ave Deland, FL 32720		5/12/2014	10/6/2014	\$ 301,981.95
Spruce Creek Rec. Fac. 5959 S. Spruce Creek Rd Port Orange, FL 32124	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-547-0582 Frank Flagg	11/11/2013	5/14/2014	\$ 344,410.80

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Toronita off Beach 4200 South Atlantic Ave Port Orange, FL 32117	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-804-9229 Gary Morton	12/5/2013	6/4/2014	\$ 373,427.30
Camp Winona Kitchen 898 Camp Winona Road DeLeon Springs, FL 32130	Florida Diabetes Camp 898 Camp Winona Road DeLeon Springs, FL 32130	770-979-2563 Brian Wheeler	5/12/2014	12/11/2014	\$ 250,000.00
Rotary Park Restrooms 902 West Park Avenue Edgewater, FL 32132	City of Edgewater 1108 South Ridgewood Ave Edgewater, FL 32132	386-424-2485 Jack Corder	10/13/2014	12/15/2014	\$ 81,994.22
Volusia county 101 North Alabama Ave Deland, FL 32724	County of Volusia 4th Floor, RM 402 123 West Indiana Avenue Deland, FL 32720	386-547-2763 Pete Musslewhite	10/16/2014	1/23/2015	\$ 54,000.00
Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32114	Two Men and a Truck Site 370 South Nova Road Daytona Beach, FL 32114	386-255-6683 Brad Lehman	1/8/2015	3/4/2015	\$ 82,960.00
Shokudo Restaurant 413 S Woodland Blvd Deland, FL 32720	Shokudo Restaurant 413 S Woodland Boulevard Deland, FL 32720	386-898-1553 Kieu Nguyen	1/9/2015	4/15/2015	\$ 114,648.26
Llyod/Bridge Homes 291 Hartford Avenue Daytona Beach, FL 32118	David Llyod & Susan Bridge 291 Hartford Avenue Daytona Beach, FL 32118		4/10/2015	6/29/2015	\$ 85,864.80
Port Orange Soccer Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-547-0582 Frank Flagg	5/5/2015	8/13/2015	\$ 370,763.00
Wingstop Interior 1344 W ISB Daytona Beach, FL 32114	Almaraz-Lozano Investments 1300 North 10th Street McAllen, TX 78501	863-670-0555 Bud Hart	7/7/2015	10/19/2015	\$ 246,723.00
Deltona High School 100 Wolf Pack Lane Deltona, FL 32725	Volusia County School Board 3750 Olson Drive Daytona Beach, FL 32124	386-527-6874 Ken Blom	6/1/2015	8/18/2015	\$ 95,651.00
Sweet Lic's Yogurt Shop 224 N. Woodland Blvd Deland, FL 32720	Barb Sternett 224 N. Woodland Boulevard Deland, FL 32720		9/28/2015	12/17/2015	\$ 215,802.03

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Leotta- 830 Commed MRI 830 Commed Boulevard Orange City, FL	Sean Leotta 5287 Alhambra Drive Orlando, FL 32780		10/12/2015	11/25/2015	\$ 120,417.00
Riverwalk Park 3441 Ridgewood Ave Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-547-0582 Frank Flagg	6/15/2015	4/11/2016	\$ 1,027,319.20
Underhill Residence 1776 Lightfoot Lane Barberville, FL 32105	Barberville Poiner P.O. Box 6 Barberville, FL 32105		11/19/2015	5/3/2016	\$ 262,881.00
Port Orange YMCA 4701 City Center Parkway Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-547-0582 Frank Flagg	2/8/2016	6/13/2016	\$ 240,659.25
Deltona City Hall 2345 Providence Deltona, FL 32725	City of Deltona 2345 Providence Boulevard Deltona, FL 32725	386-878-8970 Crystal Harris	12/18/2015	3/17/2016	\$ 162,531.00
Bethune Cookman CCE 740 W ISB Daytona Beach, FL 32114	Berthune Cookman University 640 Dr Mary Mcleod Bethune Daytona Beach, FL 32114	808-264-7214 Dustin De Persia	4/21/2016	9/4/2016	\$ 48,450.27
Bethel Ame Church 210 East Howry Avenue Deland, FL 32724	Bethel Ame Church 210 East Howry Avenue Deland, FL 32724	386-804-9196	6/9/2016	9/26/2016	\$ 283,609.42
Florida Fiber Networks Office Remodel 24401 State Road 40 Astor, FL	Florida Fiber Networks 301 South Collins Street, Suite 105 Plant City, FL 33563		9/12/2016	11/11/2016	\$ 58,993.00
Port Orange Breakroom 1000 City Center Circle Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-547-0582 Frank Flagg	9/26/2016	11/23/2016	\$ 42,230.00
4th Floor Judges 101 North Alabama Deland, FL 32724	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-547-2763 Pete Musslewhite	10/31/2016	12/20/2016	\$ 66,580.00
DBHA Palmetto Park Exterior Renovation 68 buildings	Daytona Beach Housing 211 Ridgewood Avenue Daytona Beach, FL 32114	386-253-5653 x 314 Doug Zimmer	5/16/2016	1/6/2017	\$ 849,879.68

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
St. George Coptic Church 300 North Halifax Avenue Daytona Beach, FL 32118	St. George Coptic Church 300 North Halifax Avenue Daytona Beach, FL 32118		6/15/2016	2/12/2017	\$ 151,338.00
Panton Private Residence 403 Kingsbury Boulevard Deland, FL 32720	Palmer & Joette Panton 403 Kingsbury Boulevard Deland, FL 32720		6/1/2016	5/20/2017	\$ 174,000.00
City Island Courthouse Storefront Replacement 125 East Orange Avenue Daytona Beach, FL 32114	County of Volusia 123 West Indiana Avenue Deland, FL 32720	386-547-2763 Pete Musslewhite	8/15/2016	5/18/2017	\$ 46,224.00
Whitmer Residence 28 Forestview Way Ormond Beach, FL 32174	Stephen and Leslie Whitmer 28 Forestview Way Ormond Beach, FL 32174		11/21/2016	5/14/2017	\$ 168,720.00
Pine Ridge High School Media Center Retrofit 926 Howland Boulevard Deltona, FL 32738	Volusia County School Board 3750 Olsen Drive Daytona Beach, FL 32124		6/1/2017	6/26/2017	\$ 29,400.00
Mill Lake Park Phase 2 207 East Blue Springs Orange City, FL 32763	City of Orange City 205 East Graves Avenue Orange City, FL 32763	386-775-5447	7/5/2017	1/31/2018	\$ 999,519.37
Azalea Health 1425 & 1455 Dunn Avenue Daytona Beach, FL 32114	Azalea Health Center 613 St. Johns Avenue Palatka, FL 32177		7/31/2017	2/2/2018	\$ 573,469.76
Graham Residence Hurricane Irma Storm 407 Riverside Drive Holly Hill, FL 32117	Leslie and Aaron Graham 407 Riverside Drive Holly Hill, FL 32117		10/27/2017	2/9/2018	\$ 135,477.31
NSB Health Department 717 Canal Street New Smyrna Beach, FL 32168	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 Deland, FL 32720- 4263	386-547-2763	1/2/2018	1/24/2018	\$ 17,540.00
Southern State Management Group 1190 Pelican Bay Drive Daytona Beach, FL 32119	Westgate Village Village 1190 Pelican Bay Drive Daytona Beach, FL 32119		1/24/2018	8/1/2018	\$ 223,700.00
Deltona High School Media Center Retrofit 100 Wolf Pack Run Deltona, FL 32725	Volusia County School Board 3750 Olsen Drive Daytona Beach, FL 32124		6/1/2018	8/7/2018	\$ 221,005.10

JOB NAME AND ADDRESS	OWNER ADDRESS	Phone	START	END	CONTRACT AMOUNT
Port Orange Elementary 402 Dunlawton Avenue Port Orange, FL 32127	Volusia County School Board 3750 Olsen Drive Daytona Beach, FL 32124		6/1/2018	11/1/2018	\$ 253,262.48
Coleman Park Phase II 200 E. Blue Springs Orange City, FL 32763	City of Orange City 205 East Graves Avenue Orange City, FL 32763	386-775-5447	6/15/2018	11/1/2018	\$ 73,569.26
VOTRAN M/A Construction of ADA Bus Stops	County of Volusia 950 Big Tree Road South Daytona, FL 32119		7/1/2010	On Going	Ma Appx 1 Million
Musslewhite Addition 3916 Tano Drive Ormond Beach, FL 32174	Pete Musslewhite 3916 Tano Drive Ormond Beach, FL 32174		12/13/2018	Current	\$ 157,160.00
Doran Building Roof 1020 W International Speedway Suite 100 Daytona Beach, FL 32114	1020 Doran Building LLC 1020 W International Speedway Suite 100 Daytona Beach, FL 32114		1/2/2019	Current	\$ 81,830.00
Live Oak Cultural Center 1050 Live Oak Street New Smyrna Beach, FL 32169	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach, FL 32168	386-410-2620	2/19/2018	3/20/2019	\$ 2,136,901.07
DLH Port Orange Annex 1395 Dunlawton Ave Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-506-5718	1/15/2018	11/11/2018	\$ 1,918,040.51
Silver Sands Condo 4865 South Atlantic Ave New Smyrna Beach, FL 32168	Silver Sands Condo 4865 South Atlantic Ave New Smyrna Beach, FL 32168	386-423-5070	2/19/2018	6/19/2018	\$ 278,179.10
Port Orange Police 4545 Clyde Morris Port Orange, FL 32129	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-255-6987	1/2/2019	Current	\$ 321,817.44
Port Orange Public Works Admin BLDG 407 Virginia Avenue Port Orange, FL 32127	City of Port Orange 1000 City Center Circle Port Orange, FL 32129	386-255-6987	1/2/2019	Current	\$ 157,160.00

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1 Plumbing

Name: A.G. Pifer Construction Co. Inc.

Description of Work: Disconnect and reinstall sink

Percent of Contract Price: 3%

Previous Experience Together: Yes/No yes

Subcontractor No. 2 Electrical

Name: N/A owner to due electrical

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3 Ceramic Tile

Name: AG Pifer Construction

Description of Work: Modify tile on back splash

Percent of Contract Price: 3%

Previous Experience Together: Yes/No yes

Subcontractor No. 4 Cabinet Manufacturer

Name: J&J Millwork

Description of Work: build and install custom cabinets

Percent of Contract Price: 63%

Previous Experience Together: Yes/No yes

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 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 23 DAY OF April, 2019

My Commission Expires: 06/19/2021

April 23, 2019

SIGNATURE OF AFFIANT DATE

Anthony Gregg Pifer | President

PRINTED NAME OF AFFIANT / TITLE

A.G Pifer Construction Co. Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB#19-09BUSINESS NAME: A.G Pifer Construction Co. Inc.CONTACT PERSON/TITLE: Anthony Gregg Pifer | PresidentMAILING ADDRESS: 3629 Old Deland RoadCITY-STATE-ZIP: Daytona Beach, FL 32124Length of Time at Address Provided: 30 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- 2986219BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-257-4448 FAX: _____EMAIL: agpcon@bellsouth.net****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 Anthony Gregg Pifer who, after being sworn according to law, stated that he or she was authorized to represent A.G Pifer Construction Co. Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Anthony Gregg Pifer, certify that I am the A.G Pifer Construction Co. Inc. secretary of the corporation named as Principal in the within Bid Bond; that Nielson, Mosholder & Associates, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature
AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-09

Removal and Replacement of Kitchen Cabinets AND Associated Work Fire Station No. 71 & No. 74

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:		A.G. Pifer Construction Co. Inc.	
CONTACT PERSON:		Timothy Caldwell	
EMAIL ADDRESS:		agpcon@bellsouth.net	
AUTHORIZED NAME:		Anthony Gregg Pifer	
AUTHORIZED SIGNATURE:			
BID PROPOSAL			
ITEM #	DESCRIPTION	TOTAL COST SCOPE OF WORK	TOTAL COST
1	FIRE STATION NO. 71 PER SPECIFICATIONS	\$19,800.00	\$19,800.00
2	FIRE STATION NO. 74 PER SPECIFICATIONS	\$19,800.00	\$19,800.00
		TOTAL BASE BID	\$39,600.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that A.G. Pifer Construction Co., Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3629 Old Deland Road, Daytona Beach, FL 32124, Tel.: (386) 257-4448, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P. O. Box 5001, Westfield Center, OH 44251, Tel.: (330) 887-0101 (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 Proposed 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 April 23, 2019, for:

Project Name / Bid No.: Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & No. 74/ITB #19-09

Project Address: Port Orange, Florida

Legal Description: See Attached

Description of Work: Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 and No.74

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 23rd day of April, A.D. 2019, 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: A.G. Pifer Construction Co., Inc.

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary

(Affix Corporate Seal)

WITNESSES:

SURETY: Westfield Insurance Company

Attorney-in-Fact (signature)

Don Bramlage, Attorney-In-Fact

Name & Title

Don Bramlage

Name of Local Resident Agent

Sanford, FL 32771

City, State, Zip

407-330-3990

Telephone:

A.M. Best No.: 002382 NAIC No.: 24112

ATTEST:

See attached power of attorney

Signature

Corporate Secretary

(Affix Corporate Seal)

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield 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

Don Bramlage

Sworn to / Affirmed and subscribed before me this 23rd day of April, 2019, by Don Bramlage

who is personally known to me or who produced

N/A

as identification.



Brian S. Turner
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG048408
Expires 1/8/2021

NOTARY PUBLIC -- STATE OF Florida

Type or print name: Brian S. Turner

Commission No.: GG048408

Commission Expires: 1/8/2021

(Seal)

END OF BID BOND

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY**, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

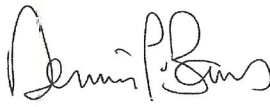
"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **October**, A.D., **2017**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **16th** day of **October**, A.D., **2017**, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

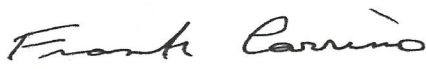
CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **23rd** day of **April**, A.D., **2019**

BPOAC (0.



By: 
Frank Carrino, Secretary

2018/ 2019

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 198711160004 Expires: September 30, 2019
Business Location: 3629 OLD DELAND RD

Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	10	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 07/09/2018
RECEIPT #: BT 1-17-00000906
TOTAL TAX: 18.00
PENALTY: 0.00
TOTAL PAID: 18.00



Business Name: A G PIFER CONSTRUCTION CO
Owner Name: ANTHONY GREGG PIFER
Mailing Address: 3629 OLD DELAND ROAD
DAYTONA BEACH, FL 32124

Account # 198711160004 Expires: September 30, 2019
Business Location: 3629 OLD DELAND RD



PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

**BID FORM
CITY OF PORT ORANGE**

ITB # 19-09

Removal and Replacement of Kitchen Cabinets AND Associated Work Fire Station No. 71 & No. 74

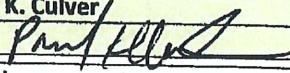
Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

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:	Paul Culver Construction, Inc.
CONTACT PERSON:	Paul K. Culver
EMAIL ADDRESS:	paul@paulculverconstruction.com
AUTHORIZED NAME:	Paul K. Culver
AUTHORIZED SIGNATURE:	

BID PROPOSAL			
ITEM #	DESCRIPTION	TOTAL COST SCOPE OF WORK	TOTAL COST
1	FIRE STATION NO. 71 PER SPECIFICATIONS	\$16,193.00	\$16,193.00
2	FIRE STATION NO. 74 PER SPECIFICATIONS	\$16,230.00	\$16,230.00
TOTAL BASE BID			\$32,423.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER			



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: April 29, 2019

SUBJECT: Award ITB 19-09 Removal and Replacement of Kitchen Cabinets at Firehouse #71 and #74

REQUEST:

The Public Works & Utilities Department requests City Council approval to award ITB 19-09, Removal and Replacement of Kitchen Cabinets at Firehouse #71 and #74, to A.G. Pifer Construction Company Inc.

PURPOSE:

The purpose of this request is to make the necessary renovations at Firehouse #71 and #74 to upgrade and maintain the integrity of these city facilities.

CONSIDERATION:

The firehouses were inspected, and a list was comprised to evaluate, prioritize and address each facilities' condition and need for renovations in order to maintain the integrity of each facility.

On March 12, 2019, ITB 19-09, Removal and Replacement of Kitchen Cabinets in Firehouse #71 and #74, was advertised for bids. Two proposals were received, Paul Culver Construction, \$32,423.00; and A.G. Pifer Construction, \$39,600.00. Paul Culver Construction's bid was deemed "non-responsive" as bidder did not submit all of the bid documents as required.

A.G. Pifer Construction Company is well known to the City and they have successfully completed other construction and renovation projects for the City over the past several years. A.G. Pifer Construction has proven their ability to perform the work required.

The Standard Contract for Service will require that all work be substantially completed within seventy (70) days from the written Notice to Proceed with thirty (30) additional days for final completion.

FUNDING:

506-4200-539-6397, Project OBM015
FY19 Budgeted \$40,000.00.

RECOMMENDATION:

The Public Works & Utilities Department recommends approval to award ITB#19-09, Removal & Replacement of Kitchen Cabinets at Firehouse #71 and #74 to sole responsive bidder, A.G. Pifer Construction Company Inc.

ATTACHMENTS:

1. ITB 19-09 Removal & Replacement of Kitchen Cabinets at Firehouse #71 & #74
2. Notice of Intent to Award
3. ITB 19 09 Bid Tabulation
4. ITB 19 09 Bid Submittals
5. Justification Memo



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: April 29, 2019

SUBJECT: Award ITB 19-09 Removal and Replacement of Kitchen Cabinets at Firehouse #71 and #74

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The Standard Contract for Service will require that all work be substantially completed within seventy (70) days from the written Notice to Proceed with thirty (30) additional days for final completion.

FUNDING:

506-4200-539-6397, Project OBM015
FY19 Budgeted \$40,000.00.

RECOMMENDATION:

The Public Works & Utilities Department recommends approval to award ITB#19-09, Removal & Replacement of Kitchen Cabinets at Firehouse #71 and #74 to sole responsive bidder, A.G. Pifer Construction Company Inc.

ATTACHMENTS:

1. ITB 19-09 Removal & Replacement of Kitchen Cabinets at Firehouse #71 & #74
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3. ITB 19 09 Bid Tabulation
4. ITB 19 09 Bid Submittals
5. Justification Memo



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C9d) Approval of Task Authorization No 14 under the Master Contract for Engineering Services with Kimley-Horn & Associates for services relating to the Utility System Hydraulic Modeling.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: The Department of Public Works & Utilities is requesting approval of Task Authorization No. 14 to the contract with Kimley-Horn & Associates Inc. for \$167,625.00 for working models of the hydraulic systems for the water, wastewater and reclaimed water systems.

SUMMARY: Kimley-Horn and Associates Inc. has submitted a proposal to develop the water, wastewater, and reclaimed water system hydraulic models. Much of the City's current information has been maintained within its SCADA and GIS databases, but there are no working models of the systems.

The models will be utilized to simulate the whole system and predict how it would react to different situations such as fire flows, future growth or peaking scenarios.

Staff recommends approval of Task Authorization No 14 to the contract with Kimley-Horn and Associates for the development of hydraulic models for a cost of \$167,625.00.

Project No.: MPL001 Funding Account No.: 403-0300-536-6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No. 14	Task Authorization No. 14.pdf
2.	Justification Memo Task Auth No 14 Utility System Hydraulic Modeling Kimley Horn Contract CA4621	Justification Memo Task Auth No 14 Utility System Hydraulic Modeling Kimley Horn Contract CA4621.docx

Julia Wiggins
Kynah Cockcroft
Julia Wiggins

Created/Initiated - 4/22/2019
Approved - 4/22/2019
Approved - 4/22/2019

Richard Colby	Approved - 4/23/2019
Junos Reed	Approved - 4/23/2019
Lynn Stevens	Approved - 4/26/2019
Scott Neils	Approved - 5/1/2019
Margaret Roberts	Approved - 5/8/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019

TASK AUTHORIZATION NO. 14
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this Task Authorization No 14 and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Port Orange working models for the hydraulic systems for the water, wastewater and reclaimed water system; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 14 Exhibit "A."
4. Engineer shall complete the services to be provided herein within 365 days from issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No 14, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **One hundred sixty-seven thousand, six hundred twenty five dollars (\$167,625.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

KIMLEY-HORN AND 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: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 4621]

Task Authorization No. 14

Exhibit “A”

Kimley-Horn and Associates, Inc.

Utility System Hydraulic Modeling



Fiscal Year 2018/2019 Hydraulic Modeling Services

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

General Category of Services:

The City has requested a scope to develop the water, wastewater, and reclaimed water system hydraulic models. The City currently has no working models of the systems, but has maintained much information within its SCADA and GIS databases. This modeling effort is intended to create the existing condition models with a representative degree of accuracy. Hydraulic models are tools and should not be used as an absolute indicator of reality. Rather they are used to simulate the whole system and predict how it would react to different situations such as fire flows, future growth, or peaking scenarios. This effort is intended to develop the baseline models for each system to be used in future planning efforts. The following is our understanding of the scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Water System Modeling

The water system shall be modeled using Bentley's WaterGEMs software. This software will integrate the City's existing GIS mapping system into the hydraulic model. The model will be developed using this infrastructure as a base. This effort includes a verification of nodal connectivity after conversion into WaterGEMs. Additionally, a verification of the ground elevation data will be performed comparing a contour map of the model nodes with a contour map of the existing ground surface as provided through County or other online databases. Breaks in the data will be corrected to provide continuity within the model. A verification of the GIS database values for size and material of the pipelines will also be conducted in conjunction with a total valve check of the system. The data provided will be assumed to be correct at the outset of the effort and the check will be broadly for connectivity and use.

The following data will need to be provided for the remainder of the model to be constructed:

- High service pump curves for all connected pumps
- High service pump station operating parameters; pressure setpoints and sequencing
- WTP flows for the past two years, preferably in Excel format but a copy of the MOR's will suffice
- 12 months of billing account history, if available, to identify localized consumption variability and total number of connections
- Information on any control valves within the system such as pressure reducing valves, pressure sustaining valves, or flow control valves

This information will all be used to construct the baseline model of the existing conditions of the system. Once constructed the hydraulic model will be calibrated. This can be completed in several ways depending on the capabilities of the system. Ideally, a known flow rate at a specific time of day captured through the SCADA system will be simulated. In this scenario hydrant testing can be performed at several points in the system with the actual data being used to verify the computer

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simulated data. This known data set can then be used to calibrate the model into a more accurate working model of the system capable of simulating various conditions. Calibration is considered complete when the working model reacts to the multiple simulations with the same degree of accuracy.

This scope is intended to create a calibrated model to simulate the existing system without any projection of future needs. Once this model is built the system will be analyzed for weak points in the system related to high velocities and low pressures. Options to reinforce the existing system will be analyzed to find the most cost effective technical solution. These options will be developed with preliminary cost estimates and descriptions.

Task 2: Wastewater Modeling

The wastewater system shall be modeled using Bentley's SewerGEMs software. This software will integrate the City's existing GIS mapping system into the hydraulic model. The model will be developed using this infrastructure as a base. This effort includes a verification of nodal connectivity after conversion into SewerGEMs. Additionally, a verification of the ground elevation data will be performed comparing a contour map of the model nodes with a contour map of the existing ground surface as provided through County or other online databases. Breaks in the data will be corrected to provide continuity within the model. A verification of the GIS database values for size and material of the pipelines will also be conducted in conjunction with a total valve check of the system. The data provided will be assumed to be correct at the outset of the effort and the check will be broadly for connectivity and use.

The wastewater model will primarily be completed for the lift station and force main transmission system. The gravity system will not be modeled unless there are gravity runs which collect flow from force mains for conveyance to another lift station for repumping.

The following data will need to be provided for the remainder of the model to be constructed:

- Wastewater treatment facility influent flows for the past two (2) years. FDEP DMR data is acceptable, Excel spreadsheets are preferred
- Number of wastewater connections, preferably by lift station collection area
- Lift station data:
 - Pump curves
 - Wet well diameter
 - Operating depth ranges (float or level controls)
 - Drawdown tests
 - Run time data, pressure data, and/or flow data
- WWTF drawings for the elevation of the point of discharge at the facility

The wastewater modeling is intended to verify the system capacity in a real-time basis. Many lift stations are designed based on a worst case, steady state situation. This is a very conservative method which does not account for the cycle times of each lift station and the transit time of the wastewater in the force main infrastructure. The model will be established to simulate actual operations of the system over a seven day period. Diurnal flow curves will be developed to simulate the wastewater flows. The SCADA system is capable of creating a 'snapshot' of the system where the data for which pumps are running are available. A series of these snapshots will be used to calibrate the model.

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The calibrated model of the existing system will provide useful information about the system. This information will allow an analysis of the existing system to determine the available capacity in each lift station. This may allow for some stations to be downsized while showing others may be more efficient with larger pumps. The model will also show the impact of the force main infrastructure on the operations of the lift station network. In the replacement of aging infrastructure, changing the size of the force main piping can provide operational benefits that would otherwise go unnoticed. This analysis will be confined to the existing infrastructure without any accommodation for future flows.

Task 3: Reclaimed Modeling

The reclaimed water system shall be modeled using Bentley's WaterGEMs software with a process very similar to the water model development. The following data will need to be provided for the remainder of the model to be constructed:

- Reclaimed facility as-built data including tanks and high service pumps
- Operational setpoints
- Two years of reclaimed water flows and demands

The reclaimed system is typically a simpler model because there is less variability to the demand cycling. Without the need to address fire flows, a majority of the use is in the overnight watering period. The variability is more associated with the seasonal demand variation. Usage data will be used to develop a flow profile to be used for seasonal scenarios. The model will be used to check the hydraulic capacity of the reclaimed infrastructure and review the system for weak points associated with high velocities or low pressures. Any identified deficiencies will be modeled for improvements with all improvements identified with a description and preliminary cost estimate.

Task 4: Training

Kimley-Horn will develop training materials specific to this model. This training will be developed to provide specific instruction to designated City staff for future model use. This training will be developed around goals set by the City such as pressure inquiries at future development connection points, model modification for completed development projects, modifications due to capital project changes such as lift station rehabilitations, etc. Training will include descriptions of model navigation, development, and analysis. Additionally, exercises will be developed to aid in understanding and to develop a better working knowledge of the model.

The training will be established as two days of WaterCAD training and two days of SewerCAD training. A fifth day is included to allow staff to work with the model for a few weeks, then our training staff will return to answer any follow up questions.

Schedule:

These services will be completed as expeditiously as possible. An estimate of the project schedule is as follows:

- Task 1: 20 weeks
- Task 2: 20 weeks
- Task 3: 16 weeks
- Task 4: 4 weeks

These timeframes are non-consecutive and may overlap. The overall project time is projected to be completed within one year.

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Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$167,625.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Lump Sum Fee</i>
1	Water Modeling	\$56,587
2	Wastewater Modeling	\$57,992
3	Reclaimed Water Modeling	\$29,410
4	Training	\$23,636
Total		\$167,625

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

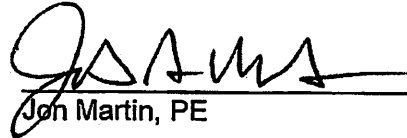
ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task Authorization No. 14

BY:


Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

ATTACHMENT A-1
PORT ORANGE HYDRAULIC MODELING
COST SUMMARY

Task	Labor Totals	Hours Costs	Expenses	Subconsultant Fees	OCU Total Costs
Task 1 - Water Modeling	378	\$54,098.00	\$2,488.51		\$56,587.00
Task 2 - Wastewater Modeling	386	\$55,442.00	\$2,550.33		\$57,992.00
Task 3 - Reclaimed Water Modeling	210	\$29,210.00	\$199.86		\$29,410.00
Task 4 - Training	132	\$23,436.00	\$199.86		\$23,636.00
Project Totals	1106	\$162,186.00	\$5,438.56	\$0.00	\$167,625.00

ATTACHMENT A-2 PORT ORANGE HYDRAULIC MODELING LABOR COSTS

Task	Principal Engineer			Senior Professional			Professional			Technical			Clerical			Labor		
	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs	Rate Hours	Costs
Task 1: Model Building																		
Data collection	2	\$490.00		4	\$788.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
GIS model integration and verification	4	\$880.00		6	\$1,182.00		60	\$8,100.00		\$0.00		\$0.00		\$0.00				
Demand analysis	2	\$490.00		6	\$1,182.00		40	\$5,400.00		\$0.00		\$0.00		\$0.00				
Model calibration	8	\$1,660.00		6	\$1,182.00		60	\$8,100.00		\$0.00		\$0.00		\$0.00				
System analysis	2	\$490.00		6	\$1,182.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
Draft technical report	4	\$980.00		6	\$1,182.00		40	\$5,400.00		\$2,712.00		\$280.00		\$0.00				
Final technical report	2	\$490.00		4	\$788.00		20	\$2,700.00		\$1,358.00		\$130.00		\$0.00				
Task 2: Wetwater Modeling																		
Data collection	2	\$490.00		4	\$788.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
GIS model integration and verification	2	\$490.00		6	\$1,182.00		40	\$5,400.00		\$0.00		\$0.00		\$0.00				
Lin Station data verification	8	\$1,660.00		6	\$1,182.00		80	\$10,800.00		\$0.00		\$0.00		\$0.00				
Collection system flow analysis	2	\$490.00		6	\$1,182.00		40	\$5,400.00		\$0.00		\$0.00		\$0.00				
Model calibration	4	\$980.00		4	\$788.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
System analysis	2	\$490.00		6	\$1,182.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
Draft technical report	2	\$490.00		4	\$788.00		40	\$5,400.00		\$1,608.00		\$280.00		\$0.00				
Final technical report	2	\$490.00		4	\$788.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
Task 3: Model Validation																		
Data collection	2	\$490.00		4	\$788.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
GIS model integration and verification	1	\$245.00		1	\$197.00		12	\$1,020.00		\$0.00		\$0.00		\$0.00				
Demand analysis	2	\$490.00		2	\$394.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
Model calibration	2	\$490.00		2	\$394.00		24	\$5,240.00		\$0.00		\$0.00		\$0.00				
System analysis	1	\$245.00		1	\$197.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
Draft technical report	1	\$245.00		1	\$197.00		32	\$4,320.00		\$1,358.00		\$20.00		\$0.00				
Final technical report	1	\$245.00		1	\$197.00		18	\$2,160.00		\$0.00		\$0.00		\$0.00				
Task 4: Model Review																		
Model calibration	4	\$980.00		6	\$1,182.00		20	\$2,700.00		\$0.00		\$0.00		\$0.00				
System analysis	20	\$4,900.00		40	\$7,880.00		40	\$5,400.00		\$0.00		\$0.00		\$0.00				
Project Totals	82	\$20,090.00		138	\$77,188.00		764	\$103,140.00		\$3,040.00		\$2,750.00		\$0.00				



City of Port Orange Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works and Utilities Director
Julia Wiggins, Public Works and Utilities Budget Analyst

FROM: Junos Reed, P.E., Engineering and Construction Manager

DATE: April 1, 2019

SUBJECT: Kimley Horn & Associates – Task Authorization No 14 Utility System
Hydraulic Modeling

REQUEST:

The Public Works and Utilities Department is requesting City Manager approval of Task Authorization No 14 to Kimley Horn & Associates for services relating to development of Water, Wastewater, and Reclaimed Water system hydraulic models project in the amount not to exceed \$167,625.00.

PURPOSE:

The hydraulic models will be used to simulate the Water & Reclaimed Water distribution systems as well as the Sanitary Sewer Collection System which will allow staff to predict how the systems will react to different situations such as fire flows, for future growth, or to simulate flow peaking scenarios. This project will develop the baseline models for each system to be used in future planning efforts and will be a vital tool when developing the Overall Utility Master Plan.

CONSIDERATION:

The City of Port Orange provides potable water service to over 27,000 residential and business service connections with a population of over 68,000. The 70 square mile service area includes the City of Port Orange, the Town of Ponce Inlet, and portions of Daytona Beach Shores and unincorporated Volusia County.

Hydraulic models are a valuable tool used to effectively maintain utility systems and plan for future growth. A well-constructed and calibrated model can provide a high level of understanding of the distribution and collection systems and the following are some highlighted benefits of hydraulic models:

- Understanding of system flow patterns & pressure variations
- Simulate impacts of new customers/developments
- Identify Operational & Maintenance needs
- Plan for future capital improvements
- Assist with developing and tracking flushing programs
- Improves distribution system operation and water age
- Identifies “low-hanging fruit” improvements
- Dynamic tool – useful now and in future
- Identifies storage capacities, system expansions, and Fire Protection Needs

FUNDING:

Project #: MPL001

Account #: 403-0300-536-63-97

RECOMMENDATION:

The Public Works and Utilities Department recommends approval of Task Authorization No 14 to Kimley Horn & Associates for service relating to the utility system hydraulic modeling project, in the amount not to exceed \$167,625.00.

ANTICIPATED SCHEDULE:

365 days from NTP

ATTACHMENTS:

1. Kimley Horn & Associates engineering and design services proposal for the Utility System Hydraulic Modeling project.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C9e) Renewal of Environmental Legal Liability and Storage Tank Insurance with Aspen Specialty Insurance Company

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to waive formal bidding procedures and to authorize the City Manager to renew the Environmental Legal Liability and Storage Tank insurance with Aspen Specialty Insurance Company for the term 06.21.2019 to 06.21.2020 and to sign all necessary documents.

SUMMARY: Environmental Legal Liability and Storage Tank Insurance is a specialty insurance offered by a limited number of carriers. Staff has worked with Brown and Brown Insurance to survey the market to ensure Aspen Specialty Insurance has remained market competitive. Brown and Brown marketed this coverage extensively by UCPM Environmental Insurance, a wholesaler who specializes in pollution liability. There are a number of markets that either will not write in Florida or will not write public entities. Three carriers declined to quote because their pricing was not competitive with the current policies in place. A fourth carrier could not offer cleanup at the City's wastewater treatment plant, which made their program unacceptable. Aspen's pricing is only slightly higher than the current policy. The City has maintained coverage through Aspen Specialty Insurance Company since 2014. Aspen has an A.M. Best Financial "A" rating for stability.

The insurance covers 40 above ground storage tanks and 5 underground storage tanks located at 31 locations throughout the City and includes coverage for those acts certified to be acts of terrorism under the Federal Terrorism Insurance Act.

Pursuant to Section 2-267 of the City Code of Ordinances, the requirements for formal bidding may be waived for insurance coverage expenditures as provided in the insurance fund.

A breakdown of policy premiums (which in include terrorism coverage premiums) is as follows:

Storage Tank Liability	\$ 5,185.00
Site Pollution Liability	\$19,605.00
Total Premiums	\$24,790.00

Staff recommends that City Council waive formal bidding procedures and authorize the City Manager to contract with Aspen Specialty Insurance for one-year policies for

Environmental Legal Liability, Tank Insurance Liability, and Terrorism coverage at the rates set forth in the preceding paragraph and to sign all necessary documents. The signed applications and issued policies create a binding contract.

Project No.: Funding Account No.: 504-1000-519.45-10
504-1000-519.45-10

Presenter:

ATTACHMENTS:

1.	Proposal	ELL & ST Proposal.pdf
2.	Non-Admitted Carrier Disclosure	Non-Admitted Carrier Disclosure.pdf
3.	Election of Terrorism Coverage	Election of Terrorism Coverage.pdf
4.	Summary of Premium	Summary of Premium.pdf

Grace Stewart	Created/Initiated - 4/19/2019
Jamie Miller	Approved - 4/19/2019
Lori Bockelman	Approved - 4/22/2019
Margaret Roberts	Approved - 5/9/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019

CITY OF PORT ORANGE

ENVIRONMENTAL LEGAL LIABILITY COVERAGE - SITE COVERAGE

AND

STORAGE TANK LIABILITY

Effective: 06/21/2019 – 6/21/2020

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Angela Phifer
Account Manager



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

Market Summary:

- Ace: Declined to quote again this year; they cannot be competitive with the current policies in place
- Beazley: They can't offer onsite cleanup at sewer plant; their reinsurance treaty prohibits this
- Berkley: Responded that they would likely be higher than expiring pricing; cannot compete
- Colony: Could not accept a submission for review until mid-April so they cannot meet our time requirements for agenda; they also confirmed they would not be competitive with current policies

2019 Tank Schedule
City of Port Orange

Dept.	Loc.	Site Name	Address	Description	UST / AST	Tank Install Year	Double or Single Well	Gallons	Contents
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Cummins 6CTA8.3 DGE5858551 / 175 KW emergency generator	AST	2006		300	Diesel
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Kohler Generator/John Deer Power / 25 KW mounted	AST	2006		50	Diesel
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Detroit 6063HK35 400DSE / 400 KW portable generator	AST	2006		200	Diesel
PW	1	Public Works Facility	407 Virginia Ave, Port Orange	Fueling Facility - low sulphur diesel	UST	2005	DW	12,000	Diesel
PU	2	Courtside Lift Station #46	407 Virginia Ave, Port Orange	Fueling Facility - unleaded gasoline	UST	2005	DW	12,000	Unl. Gas
PU	3	Wastewater Treatment Plant Unit 1 North	633 Taylor Road, Port Orange	4045TF250 60DSEJB / 60 KW	AST	1988		200	Diesel
PU	3	Wastewater Treatment Plant Unit 2 South	817 Oak Street, Port Orange	R1637K36 900DSE4 / 900 KW	AST	2004		4,000	Diesel
PW	4	City Hall	817 Oak Street, Port Orange	R1637K36 900DSE4 / 900 KW	AST	2004		4,000	Diesel
PW	5	Fire Station #73	1000 City Center Circle, Port Orange	Detroit 6063TK35 400 DSE / 400 KW emergency generator	AST	1989		200	Diesel
			1090 City Center Circle, Port Orange	Cummins DFCE5601251 / 400 KW emergency generator	AST	2015		2,000	Diesel
PU	6	East Well #15	1264 Richel Road, Port Orange	6068HF285 180RJC6DT3 / 180 KW day tank	AST	1981	DW	500	Diesel
PW	7	Dorothy L. Hukill City Center Annex	1395 Dunlawton Ave, Port Orange	Detroit 6063TX35 275REOZD / 275 KW day tank	AST	1992		50	Diesel
PW	7	Dorothy L. Hukill City Center Annex	1395 Dunlawton Ave., Port Orange	Fueling Facility - unleaded gasoline	UST	2000	DW	12,000	Unl. Gas
PW	7	Dorothy L. Hukill City Center Annex	1395 Dunlawton Ave., Port Orange	Fueling Facility Backup Generator - low sulphur diesel	UST	2000	DW	2,000	Diesel
PW	8	Fire Station #75	1701 Town West Blvd., Port Orange	John Deere 6068HF485 / 200 KW emergency generator	AST	2009		1,120	Diesel
P&R	9	Lakeside Pavilion	1999 City Center Circle, Port Orange	Detroit 6063MK35 / 250 KW	AST	2009		200	Diesel
PU	10	Well Field C-8	2396 Campsite Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel
PU	11	Well Field C-12	2426 Harley Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel
PU	12	Well Field C-20	2440 Drena Way, Port Orange	10637305 432RSL 4015 / 215 KW	AST	1986		500	Diesel
PU	13	Well Field C-17	2775 Artesian Way, Port Orange	1063-7305 432RSL / 215 KW	AST	1986		500	Diesel
PU	14	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	6068HF485 180RJC6DT3 / 180 KW	AST	1986		500	Diesel
PU	14	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	Day tank	AST	1986	DW	50	Diesel
PU	15	Wellfield C-23	2905 Campsite Road, Port Orange	6081AF001 230DSEJB / 230 KW	AST	2006		500	Diesel
PU	16	Herbert & Nova Lift Station #39	3655 Nova Road, Port Orange	6081AF001 150DSEJB / 150 KW	AST	2004		200	Diesel
PW	17	Fire Station #71	4200 Ridgewood Ave, Port Orange	Kohler 135R02 / 135 KW emergency generator	AST	2001		500	Diesel
PU	18	Peninsula Pump Station	4270 South Atlantic Ave., Wilbur by the Sea	6068HF485 180RJC6DT3 / 180 KW	AST	1977		500	Diesel
PU	18	Peninsula Pump Station	4270 South Atlantic Ave, Wilbur by the Sea	Day tank	AST	1977		50	Diesel
PU	19	Garnsey Water Plant	4400 Wellfield Road, Port Orange	T123-7K36 1250DS4 / 1250 KW	AST	2001		5,200	Diesel
PU	20	Portable Lift Station #1	817 Oak Street, Port Orange	Onan 4BT3.9G4 DGCBA449 / 442 / 60 KW emergency generator	AST	2006		200	Diesel
PU	20	Portable Lift Station #2	817 Oak Street, Port Orange	Onan 4BT3.9G4 DGCBA449 / 442 / 60 KW emergency generator	AST	2006		200	Diesel
PW	21	Police Station South	4545 Clyde Morris Blvd., Port Orange	Generac P222FE 10456910500600 / KW emergency generator	AST	2010		2,500	Diesel
PW	21	Police Station North	4545 Clyde Morris Blvd., Port Orange	Generac P222FE 10456910500 / 500 KW emergency generator	AST	2010		2,500	Diesel
PU	22	Ponze Inlet Lift Station #106	4668 S. Peninsula, Ponze Inlet	CAT 3116DJ 362CG34606 / 100 KW	AST	1988		500	Diesel
P&R	23	YMCA	4701 City Center Parkway, Port Orange	Kohler 350ROZD81 / 350 KW emergency generator	AST	1990		500	Diesel
PU	24	Christianity Lift Station #11	5403 Christianity Ave., Port Orange	4045TF250 60DSEJB / 60 K	AST	1990		500	Diesel
P&R	25	Parks & Recreation Warehouse	5839 Trailwood Drive, Port Orange	John Deere Magnamite Genset / 45 KW emergency generator	AST	2006		500	Diesel
PW	25	Trailwood Pump Station	5839 Trailwood Drive, Port Orange	Cummins Onan QT330-G5 emergency generator / 750 KW	AST	1990		300	Diesel
PW	26	Fire Station #72	6027 Central Park West, Port Orange	John Deere 6068HF485 / 200 KW emergency generator	AST	2009		3,000	Diesel
P&R	27	Cypress Head Pump Station	6262 Williamson Blvd., Port Orange	10637405 432RSL 4511BH / 200 KW	AST	2009		1,120	Diesel
PW	28	Fire Station #74	6701 Airport Road, Port Orange	Generac 99A037985 9022T878008867 / 130 KW emergency generator	AST	1986		500	Diesel
PW	28	Fire Station #74	6701 Airport Road, Port Orange	Fueling Facility - low sulphur diesel	AST	2000		200	Diesel
PW	29	Parks & Recreation Gymnasium	4405FD38024GG 10637305 / 155 KW emergency generator	UST	2000		DW	3,000	Diesel
PU	30	Williamson Regional Lift Station #95	4555 City Center Circle, Port Orange	CAT3306 SR4 Genset / 260 KW	AST	2012		500	Diesel
PU	31	Lab Operations Building	5955 S. Williamson Road, Port Orange	MTU400113-DS50 / 50 KW emergency generator	AST	2001		500	Diesel
PW	31	Ruth Street Pump Station	541 Ruth Street, Port Orange	Baldor IDLC275-4JU John Deere 6060HF484 / 275 KW generator	AST	2015		500	Diesel
PW	31	Ruth Street Pump Station	541 Ruth Street, Port Orange		AST	2015		800	Diesel

Storage Tank Schedule and Retroactive Dates:

These tanks are listed on the Storage Tank Policy and require Financial Responsibility.

407 Virginia Avenue Port Orange	2 tanks	6/21/03 – UST/Site Policy
817 Oak Street, Port Orange	2 tanks	6/21/03
1090 City Center Circle, Port Orange	1 tank	6/21/03
1395 Dunlawton Avenue, Port Orange	2 tanks	6/21/03 – UST/Site Policy
1701 Town Center West, Port Orange	1 tank	6/21/10
4400 Wellfield Road, Port Orange	1 tank	6/21/03
4545 Clyde Morris Blvd, Port Orange	2 tanks	12/30/10
5839 Trailwood Drive, Port Orange	1 tank	6/21/09
6027 Central Park West, Port Orange	1 tank	6/21/10
6701 Airport Road, Port Orange	1 tank	6/21/03 – UST/Site Policy
541 Ruth Street, Port Orange	1 tank	6/21/17

Retroactive Date for Coverage 2B: Non-Owned Disposal Sites:

6/21/14

Retro dates can differ on the Tank schedule versus the Site schedule based on when the tank was installed and when site coverage was first purchased.

Site Coverage - Insured Locations and Retroactive Dates:

1) 407 Virginia Avenue Port Orange	6/21/03
2) 633 Taylor Road, Port Orange	6/21/03
3) 817 Oak Street, Port Orange	6/21/03 (Lift Station & WW Treatment)
4) 1000 City Center Circle, Port Orange	6/21/03
5) 1090 City Center Blvd, Port Orange	6/21/03
6) 1264 Richel Road, Port Orange	6/21/03
7) 1395 Dunlawton Avenue, Port Orange	6/21/03
8) 1701 Town Center West, Port Orange	6/21/10
9) 1999 City Center Circle, Port Orange	6/21/07
10) 2396 Campsite Road, Port Orange	6/21/10
11) 2426 Harley Rd, Port Orange	6/21/10
12) 2440 Drema Way, Port Orange	6/21/03
13) 2775 Artesian Way, Port Orange	6/21/03
14) 2842 Ridge Rd, Daytona Beach Shores	6/21/03
15) 2905 Campsite Rd, Port Orange	6/21/03
16) 3655 Nova Road, Port Orange	6/21/03
17) 4200 Ridgewood Avenue, Port Orange	6/21/03
18) 4270 S. Atlantic Ave, Wilbur by the Sea	6/21/03
19) 4400 Wellfield Road, Port Orange	6/21/03
20) 4545 Clyde Morris Blvd, Port Orange	12/30/09
21) 4668 S. Peninsula, Ponce Inlet	6/21/03
22) 4701 City Center Parkway, Port Orange	6/21/03
23) 5403 Christiancy, Port Orange	6/21/10
24) 5839 Trailwood Drive, Port Orange	6/21/03
25) 6027 Central Park West, Port Orange	6/21/10
26) 6262 Williamson Blvd, Port Orange	6/21/03
27) 6701 Airport Road, Port Orange	6/21/03
28) 4655 City Center Circle, Port Orange	6/21/03
29) 5955 S Williamson Rd, Port Orange	6/21/17
30) 541 Ruth Street, Port Orange	6/21/17

Aspen Specialty Insurance Company

Environmental Legal Liability Policy – SITE coverage

Coverage Form: Claims Made Form (ASPENV110 0617)

Retroactive Dates: See pages 5 and 6 of proposal

Schedule of Underground Storage Tanks: See page 5 of proposal

Summary of Coverage Provided:

The Environmental Legal Liability Policy covers bodily injury, property damage, cleanup costs, emergency response costs, business interruption and defense costs caused by pollution conditions arising from your operations. Legal expenses incurred for defense of any claim shall erode the applicable limit of liability.

A pollution incident means the discharge, emission, seepage, migration, dispersal, release or escape of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, providing such pollutant is not naturally present in the environment in the concentration or amounts discovered. Pollution incident also means the illicit abandonment by a third-party without the insured's consent.

Option: Pollution incident does NOT include microbial matter or Legionella pneumophila. The option to include Mold and Legionella is available for approximately 20% additional premium. Submit a copy of your Mod Management Plan if you wish to pursue a quote.

Insuring Agreements:

Insuring Agreement A: First Party Protection

Cleanup costs

Emergency Response

Environmental Crisis - \$250,000 Separate limit which doesn't erode aggregate

Business Interruption

Insured Location

Non-Owned Site

Transportation

Insuring Agreement B: Defense, Supplementary Payments & Settlement

Limit of Liability: HIGHER LIMITS ARE AVAILABLE (*Client chooses limit*)

Per Incident Limit \$1,000,000

Aggregate Limit of Liability \$1,000,000

Defense Included above

Per Incident Deductible:

Per Incident: \$25,000

Business Interruption Equal to all amounts incurred during the 3 days of the business interruption including the first day.

Minimum Earned Premium: 100% per ASPENV275 0517

aspen Specialty Insurance Company

Environmental Legal Liability Policy – SITE coverage
(continued)

Exclusions include:

- Contractual liability
- Criminal Fines, Penalties and Assessments
- Damage to Insured's work
- Divested properties
- Employment Liability
- Identified Underground Storage Tanks (unless scheduled)
- Installed Asbestos and Lead-Based Paints
- Insured's Products
- Insured versus Insured
- Intentional Non-Compliance
- Internal Expenses
- Prior Knowledge/Non-Disclosure
- War
- Workers Compensation and Similar Laws
- Material change in use
- Microbial Matter/Legionella Pneumophila
- Nuclear, Biological, Chemical, Radiological Terrorism
- Other Insurance
- Prior Claims
- Storage Tank System Repair, Replace or Upgrade Exclusion
- Total Terrorism Exclusion (Unless coverage is selected)

Conditions:

- Defense Costs are inside the limit of insurance
- 100% Minimum Earned Premium – No return for cancellation

Subject to:

- Signed Terrorism Election form – Insured has previously Elected TRIA
- Signed Surplus Lines Acknowledgement form

Policy No.:
Effective Date: 06/21/2019
Endorsement No.: 4



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED LOCATION SCHEDULE NEW CONDITIONS ONLY RETROACTIVE DATE
ENDORSEMENT
(COVERAGE 1A. THROUGH 2D.)**

It is hereby agreed that the location(s) scheduled below are included as **insured location(s)** in Section VII. **DEFINITIONS**, Paragraph **W. Insured location** and the insuring agreement of each Coverage Section marked by an "X" is amended by adding the following sentence at the end thereof:

Provided, the **pollution incident** must have commenced on or after the Retroactive Date corresponding to the applicable **insured location**.

Insuring Agreements Subject to Retroactive Date

- 1.a. Clean-up ☒
- 1.b. Emergency Response ☒
- 1.c. Environmental Crisis ☒
- 1.d. Business Interruption ☒
- 2.a. Insured Location ☒
- 2.b. Non-Owned Site ☒
- 2.c. Transportation ☒
- 2.d. Covered Operations ☒

SCHEDULE

Insured location(s) Schedule	Retroactive Date
Location 1 : Public Works Facility 407 Virginia Ave Port Orange, FL 32127	06/21/2003
Location 2 : Countryside Lift Station 46 633 Taylor Road Port Orange, FL 32129	06/21/2010
Location 3 : Wastewater Treatment Plants 1 & 2 817 Oak Street Port Orange, FL 32127	06/21/2003

Location 4 : City Hall 1000 City Center Circle Port Orange, FL 32129	06/21/2003
Location 5 : Fire Station 73 1090 City Center Circle Port Orange, FL 32129	06/21/2003
Location 6 : East Well 15 1264 Richel Road Port Orange, FL 32119	06/21/2003
Location 7 : Dorothy L. Hukill City Center Annex 1395 Dunlawton Ave Port Orange, FL 32127	06/21/2003
Location 8 : Fire Station 75 1701 Town West Blvd. Port Orange, FL 32129	06/21/2010
Location 9 : Lakeside Pavillion 1999 City Center Circle Port Orange, FL 32129	06/21/2007
Location 10 : Well Field C 8 2396 Campsite Road Port Orange, FL 32129	06/21/2010
Location 11 : Well Field C 12 2426 Harley Road Port Orange, FL 32129	06/21/2010
Location 12 : Well Field C 20 2440 Drema Way Port Orange, FL 32119	06/21/2003
Location 13 : Well Field C 17 2775 Artesian Way Port Orange, FL 32119	06/21/2003
Location 14 : Oceans Pump Station 2842 Ridge Road Daytona Beach, FL 32119	06/21/2003
Location 15 : Well Field C 23 2905 Campsite Road Port Orange, FL 32129	06/21/2003
Location 16 : Herbert & Nova Lift Station 39 3655 Nova Road	06/21/2003

Port Orange, FL 32129	
Location 17 : Fire Station 71 4200 Ridgewood Ave Port Orange, FL 32129	06/21/2003
Location 18 : Peninsula Pump Station 4270 South Atlantic Avenue Port Orange, FL 32127	06/21/2003
Location 19 : Garnsey Water Plant 4400 Wellfield Road Port Orange, FL 32127	06/21/2003
Location 20 : Portable Lift Station 1&2 817 Oak Street Port Orange, FL 32127	06/21/2003
Location 21 : Police Station 4545 Clyde Morris Blvd Port Orange, FL 32127	12/30/2009
Location 22 : Ponce Inlet Lift Station 106 4668 S. Peninsula Ponce Inlet, FL 32127	06/21/2003
Location 23 : YMCA 4701 City Center Parkway Port Orange, FL 32129	06/21/2003
Location 24 : Christianity Lift Station 11 5403 Christianity Ave Port Orange, FL 32129	06/21/2010
Location 25 : Parks & Recreation Warehouse 5839 Trailwood Drive Port Orange, FL 32129	06/21/2003
Location 26 : Fire Station 72 6027 Central Park West Port Orange, FL 32129	06/21/2010
Location 27 : Cypress Head Pump Station 6262 Williamson Blvd Port Orange, FL 32127	06/21/2003
Location 28 : Fire Station 74 6701 Airport Road Port Orange, FL 32127	06/21/2003
Location 29 : Parks & Recreation Gymnasium	06/21/2013

4655 City Center Circle Port Orange, FL 32129	
Location 30 : Williamson Regional Lift Stations 5955 S. Williamson Road Port Orange, FL 32127	06/21/2017
Location 31 : Ruth Street Pump Station 541 Ruth Street Port Orange, FL 32127	06/21/2017

All other terms and conditions of this Policy remain unchanged.

Aspen Specialty Insurance Company

Storage Tank Policy:

Coverage Form: Claims Made Form (ASPENV503 0717)

Summary of Coverage Provided: The Storage Tank Policy covers bodily injury or property damage resulting from a pollution incident from a storage tank system provided the claim is first made against the insured and reported to the insurer during the policy period or the extended reporting period, if any. It covers clean-up costs and corrective action in excess of the deductible. The insurer has the right and duty to pay defense expense and to defend the insured for any claim. That duty ends when the \$1,000,000 aggregate for defense costs is exhausted by payment of defense expenses.

Insuring Agreements:

Insuring Agreement A: Storage Tank System Liability Protection
Insuring Agreement B: Defense and Settlement

Limits of Liability: HIGHER LIMITS ARE AVAILABLE (*Client chooses limit*)

Insuring Agreement A - Each Incident Limit:	\$1,000,000
Insuring Agreement A - Aggregate Limit:	\$2,000,000
Insuring Agreement B - Aggregate Defense:	\$1,000,000

Retroactive Dates & Per Incident Deductible:

See Schedule -Form ASPENV506 0717 (Pages 10-13 of proposal)

Subject to:

Signed Terrorism Election Form
Signed Surplus Lines Acknowledgement form

Exclusions:

Contractual Liability
Fines, Penalties, Injunctive Relief
Divested Storage Tank Systems or Insured Locations
Employment Liability
Installed Asbestos and Lead
Insured versus Insured
Intentional Non-Compliance
Internal Expenses
Microbial Matter
Nuclear Hazard
Prior Knowledge
War
Vehicles
Non-Owned Disposal Sites (see Site policy)

Policy No.:
Effective Date: 06/21/2019
Endorsement No.: 6



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULE OF STORAGE TANK SYSTEMS ENDORSEMENT
(WITH TANK SPECIFIC DEDUCTIBLE)**

It is hereby agreed that:

1. The following storage tank(s) identified in the Schedule of Storage Tank Systems and Corresponding Deductibles below are included as **Storage Tank System(s)** in **Item 8. SCHEDULE OF STORAGE TANK SYSTEMS** of the Declarations; and
2. Each **Storage Tank System** shall have a corresponding Deductible applicable to that **Storage Tank System** that will replace the Deductible listed in **Item 7.** of the Declarations Page under **INSURING AGREEMENT A., 1. Storage Tank System Liability Protection.** The corresponding Deductibles are included in the Schedule of Storage Tank Systems and Corresponding Deductibles below.

SCHEDULE OF STORAGE TANK SYSTEMS AND CORRESPONDING DEDUCTIBLES

Location Number:	1
Site Name:	Public Works Facility
Address:	407 Virginia Ave

City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	UST	2005	DW	12,000	D	\$25,000	06/21/2003
2	UST	2005	DW	12,000	UG	\$25,000	06/21/2003

Location Number:	2
Site Name:	Wastewater Treatment Plant Units 1North and 2 South
Address:	817 Oak Street

City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2004	DW	4,000	D	\$25,000	06/21/2003
2	AST	2004	DW	4,000	D	\$25,000	06/21/2003

Location Number:	3
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Site Name:	Fire Station 73		
Address:	1090 City Center Circle		
City:	Port Orange	State:	FL Zip: 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2015	DW	2,000	D	\$5,000	06/21/2003

Location Number:	4
Site Name:	Dorothy L. Hukill City Center Annex
Address:	1395 Dunlawton Ave
City:	Port Orange State: FL Zip: 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	UST	2000	DW	12,000	UG	\$25,000	06/21/2003
2	UST	2000	DW	2,000	D	\$25,000	06/21/2003

Location Number:	5
Site Name:	Fire Station 75
Address:	1701 Town West Blvd.
City:	Port Orange State: FL Zip: 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2009	DW	1,120	D	\$10,000	06/21/2010

Location Number:	6
Site Name:	Garnsey Water Plant
Address:	4400 Wellfield Road
City:	Port Orange State: FL Zip: 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2001	DW	5,200	D	\$25,000	06/21/2003

Location Number:	7
Site Name:	Police Station South
Address:	4545 Clyde Morris Blvd.
City:	Port Orange State: FL Zip: 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2010	DW	2,500	D	\$10,000	12/30/2010
2	AST	2010	DW	2,500	D	\$10,000	12/30/2010
Location Number:		8					
Site Name:		Trailwood Pump Station					
Address:		5839 Trailwood Drive					
City:		Port Orange		State: FL		Zip: 32129	

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2009	DW	3,000	D	\$10,000	06/21/2009
Location Number:		9					
Site Name:		Fire Station 72					
Address:		6027 Central Park West					
City:		Port Orange		State: FL		Zip: 32129	

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	AST	2009	SW	1,120	D	\$10,000	06/21/2010
Location Number:		10					
Site Name:		Fire Station 74 Fueling Facility					
Address:		6701 Airport Road					
City:		Port Orange		State: FL		Zip: 32129	

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
1	UST	2000	DW	3,000	D	\$25,000	06/21/2003
Location Number:		11					
Site Name:		Lab Operations Building					
Address:		541 Ruth Street					
City:		Port Orange		State: FL		Zip: 32127	

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date (if applicable)
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All other terms and conditions of this Policy remain unchanged.

SUMMARY OF PREMIUMS AND RELATED INFORMATION

<u>Premiums as Proposed</u>	<u>Expiring</u>	<u>Renewal</u>
Storage Tank Liability	\$ 5,185.00	\$ 5,185.00
Site Pollution Liability	<u>\$19,250.00</u>	<u>\$19,605.00</u>
TOTAL:	<u>\$24,435.00</u>	<u>\$24,790.00</u>

Payment Plan: Annual premium is due in full at time of binding coverage.

Premiums above INCLUDE Terrorism coverage.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Environmental Liability Insurance	Aspen Specialty Insurance Co.	A	15

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**

A.M. BEST FINANCIAL RATING (Continued)

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class Adj. PHS (\$ Millions)</i>	<i>Class Adj. PHS (\$ Millions)</i>
I Less than 1	IX 250 to 500
II 1 to 2	X 500 to 750
III 2 to 5	XI 750 to 1,000
IV 5 to 10	XII 1,000 to 1,250
V 10 to 25	XIII 1,250 to 1,500
VI 25 to 50	XIV 1,500 to 2,000
VII 50 to 100	XV 2,000 or greater
VIII 100 to 250	

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange.

Named Insured

Signature of Insured's Authorized Representative

Date

Aspen Specialty Insurance Co.

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

05/01/2018 -05/01/2019

Effective Date of Coverage

Bobbi Barlow

A013832

Producing Agent Name

License Number

Line of Coverage	Site Pollution	Tank Pollution
Premium	\$ 19,570.00	\$ 5,150.00
Filing Fee	\$ 35.00	\$ 35.00
Provider Fee	.	.
Terrorism Premium	.	.
Florida Surplus Lines Tax - 5%	.	.
FSLSO Service Fee - 0.1%	.	.
EMPA Fee	.	.
Total Premium	\$ 19,605.00	\$ 5,185.00

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: *UCPM Environmental Insurance*

This intermediary is not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at:
<http://www.bbinsurance.com/customerinquiry.shtml>.

**NON-ADMITTED CARRIER DISCLAIMER
STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure: The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange.

Named Insured

Signature of Insured's Authorized Representative

Date

Aspen Specialty Insurance Co.

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

05/01/2018 -05/01/2019

Effective Date of Coverage

Bobbi Barlow

A013832

Producing Agent Name

License Number

Line of Coverage	Site Pollution	Tank Pollution
Premium	\$ 19,570.00	\$ 5,150.00
Filing Fee	\$ 35.00	\$ 35.00
Provider Fee		.
Terrorism Premium		.
Florida Surplus Lines Tax - 5%		.
FSLSO Service Fee - 0.1%		.
EMPA Fee		.
Total Premium	\$ 19,605.00	\$ 5,185.00

Port Orange

19-20

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

☒ I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of \$150

☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured
Signature

Policy Number

Print Name

Name of Insurer

Date

Port Orange
19-20

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

- ☒ I hereby **elect** to purchase the federal terrorism insurance coverage for the premium of \$570
- ☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured
Signature

Policy Number

Print Name

Name of Insurer

Date

SUMMARY OF PREMIUMS AND RELATED INFORMATION

<u>Premiums as Proposed</u>	<u>Expiring</u>	<u>Renewal</u>
Storage Tank Liability	\$ 5,185.00	\$ 5,185.00
Site Pollution Liability	<u>\$19,250.00</u>	<u>\$19,605.00</u>
TOTAL:	<u>\$24,435.00</u>	<u>\$24,790.00</u>

Payment Plan: Annual premium is due in full at time of binding coverage.

Premiums above **INCLUDE** Terrorism coverage.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
**	Environmental Liability Insurance	Aspen Specialty Insurance Co.	A	15

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (C9f) Approval of Amendment to SunTrust Banking Services Contract

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Amendment with SunTrust.

SUMMARY: The current SunTrust Banking Services Agreement expired on March 31, 2019. The Contract provides for a one-year extension to March 31, 2020. However, during this time period, Finance will be in the initial phases of the "live" WorkDay ERP system. To change banking services during this time would add additional complexity to ensuring that all systems were working properly.

Staff recommends that this agreement be modified to include an extension for a two-year period ending on March 31, 2021, with optional two one- year extensions. SunTrust has been a valuable partner with the city and has worked with us to find banking efficiencies and money savings.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Suntrust Amendment and Extension	Suntrust - Amendment and extension w exh.pdf
2.	Suntrust Extension Agreement 2018	Suntrust Extension Agreement 2018.pdf
3.	City of Port Orange - ECR Extension	City of Port Orange - ECR Extension.pdf

Scott Neils
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 4/23/2019
Approved - 4/23/2019
Approved - 5/9/2019
Approved - 5/9/2019
Final Approval - 5/9/2019

AMENDMENT AND EXTENSION TO SUNTRUST AGREEMENT

THIS AMENDMENT AND EXTENSION TO SUNTRUST AGREEMENT for the period 2019 to 2021 ("Amendment and Extension") 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 **SUNTRUST BANK**, a Georgia corporation registered to transact business in Florida, whose principal address is 303 Peachtree Street NE, Suite 3600, Atlanta, Georgia 30308. The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 5th day of January 2010, the Parties entered into a Standard Contract for Services ("Contract") for General Banking Services, with a term commencing on April 1, 2010 and continuing for three (3) years, with an option for two (2) two-year renewals; and

WHEREAS, on the 26th day of March 2013, City Council authorized an amendment of terms and an extension of the Contract commencing on April 1, 2013 until March 31, 2015; and

WHEREAS, on the 4th day of August 2015, City Council authorized an amendment of terms and an extension of the Contract commencing on April 1, 2015 until March 31, 2017; and

WHEREAS, on the 13th day of December 2016 City Council approved the SunTrust Bank Letter dated December 2, 2016, amended the terms of the Contract, provided for an extension commencing on April 1, 2017 continuing until March 31, 2018, with two (2) one-year renewal options and authorized the City Manager to execute all contract documents for a one (1) year extension and to execute extensions/renewals through March 31, 2020; and

WHEREAS, on the 24th day of July 2018 the Parties authorized a renewal of the Contract for a period commencing on April 1, 2018 until March 31, 2019 with the option to renew for another one-year term through March 31, 2020; and

WHEREAS, the Parties desire to amend the remaining renewal option, notwithstanding the date of execution to commence on April 1, 2019 and to continue until March 31, 2021, with the addition of two optional one-year extensions; and

WHEREAS, the City Council desires to authorize the City Manager to execute all contract documents for extensions and renewals through March 31, 2023; and

WHEREAS, the City desires to approve the terms of the SunTrust Bank Letter dated April 18, 2019 (attached hereto as Exhibit "1"); and

WHEREAS, the Port Orange City Council has determined that the execution of this Amendment and Extension 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. Notwithstanding the date of execution, the term of this Contract is hereby extended for two (2) years, commencing on April 1, 2019 and continuing until March 31, 2021, with optional two (2) additional one-year extensions.

2. The City accepts and approves the terms of the SunTrust Bank Letter dated April 18, 2019, attached hereto as Exhibit "1" and incorporated hereto by reference.

3. The City Manager shall be authorized to execute all contract documents for extensions and renewal through March 31, 2023.

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

5. This Amendment and 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 Amendment and 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 Amendment and Extension.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment and Extension on the day and year stated hereinafter.

Witnesses:

SUNTRUST BANK

Printed Name: _____

By: _____
Brian S. Orth
Senior Vice President, Relationship Manager SunTrust
Government Banking

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 ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Brian S. Orth, as Senior Vice President, Relationship Manager SunTrust Government Banking, a Georgia corporation registered to transact business in Florida, 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 _____, 2019, 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 _____, 2019, 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:



Brian S. Orth
Senior Vice President

200 S. Orange Avenue, Suite 600
Orlando, Florida 32828
Tel 407-237-6764
Brian.orth@suntrust.com

April 18, 2019

Jake Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: City of Port Orange ECR, Interest Adjustments and Extension

Dear Mr. Johansson

SunTrust Bank (the "Bank") is pleased to offer the City of Port Orange (the "City") an extension of the banking services for another two years, (the "Extension") with additional one year options available to the City, each year thereafter (the "One Year Extension Option"). Under terms of the Extension, the City will earn credit of 75 bps or 0.75%, applied to the compensating balance. For balances above the compensating / target balance, SunTrust will pay an interest rate of 75bps or 0.75%. The aforementioned rates will be reviewed by the client and bank on an annual basis and will serve as your floor rate during the period of the Extension. The rate may be increased or decreased based on the prevailing economic market conditions and mutual agreement in writing or email between both parties for additional One Year Extension Option's. No change is needed to the Treasury Management Master Agreement, already on file with SunTrust.

No change is needed to the Treasury Management Master Agreement, already on file with SunTrust. A signed or email approval from an authorized City official is sufficient to effect this change on behalf of SunTrust and the City.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape with which we are faced.

Yours sincerely,

Brian S. Orth
Senior Vice President
SunTrust Bank

Authorized Signer:

Jake Johansson
City Manager
City of Port Orange

EXHIBIT "1"

EXTENSION TO SUNTRUST AMENDMENT FOR PERIOD APRIL 1, 2018 to MARCH 31, 2019

THIS EXTENSION TO SUNTRUST AMENDMENT FOR PERIOD APRIL 1, 2018 to MARCH 31, 2019 ("Extension") 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 **SUNTRUST BANK**, a Georgia corporation registered to transact business in Florida, whose principal address is 303 Peachtree Street NE, Suite 3600, Atlanta, Georgia 30308. The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 5th day of January 2010, the Parties entered into a Standard Contract for Services ("Contract") for General Banking Services, with a term commencing on April 1, 2010 and continuing for three (3) years, with an option for two (2) two-year renewals; and

WHEREAS, SunTrust Bank Letter ("Amendment") dated December 2, 2016, SunTrust Bank Treasury Management Master Agreement ("Master Agreement") dated March 31, 2017, SunTrust Bank Treasury Management Terms and Conditions, and Addendum No. 1 ("Addendum") to SunTrust Bank Services Agreement dated January 5, 2010; and was entered into on March 31, 2017; and

WHEREAS, on the 13th day of December 2016 City Council authorized the City Manager to execute all contract documents for a one (1) year extension and authorize the City Manager to execute extensions/renewals through March 31, 2020; and

WHEREAS, the Amendment amended the Contract as follows: Section 3, "Time and Essence" to provide for an extension commencing on April 1, 2017 and continuing until March 31, 2018, with two (2) one-year renewal options which shall terminate on March 31, 2019 and March 31, 2020; SunTrust shall provide an above-standard earnings credit rate and Municipal Now interest rate. The Earnings Credit Rate guaranteed at .60%, and the Municipal Now Interest Rate guaranteed at .04%; Section 23, "Integration Clause" deleted and replaced; and Addendum No. 1 shall be incorporated into the Contract, to the extent that there is a conflict between Addendum No. 1 and the Master Agreement, Addendum No. 1 shall control; and

WHEREAS, the Parties desire to utilize the first renewal option, notwithstanding the date of execution, to commence on April 1, 2018 and continue until March 31, 2019; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Extension 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. Term: Notwithstanding the date of execution, the term of this Extension No. 1 is hereby extended for one (1) year, commencing on April 1, 2018 and continuing until March 31, 2019.
2. All other terms and conditions of the Contract shall remain in full force and effect.
3. Contract Construction: 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.
4. Authority to Sign. 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 signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

A. Rene Allen
Printed Name A. Rene Allen

Kelly L. Lawler
Printed Name Kelly L. Lawler

SUNTRUST BANK

By: Brian S. Orth
Brian S. Orth
Senior Vice President, Relationship Manager SunTrust
Government Banking

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: 7/2/18

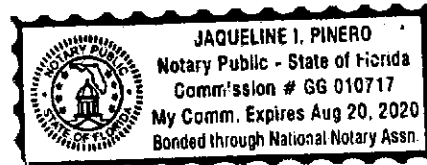
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by Brian S. Orth, as Senior Vice President, Relationship Manager SunTrust Government Banking, a Georgia corporation registered to transact business in Florida, and who:

[Notary: Please select one]

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

Jaqueline I. Piner
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

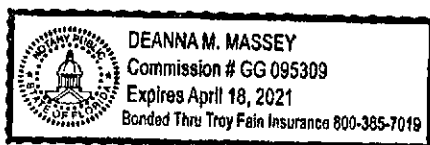
By: M.H.
M.H. Johansson, City Manager

D. Massey
Printed Name: Deanna Massey

Date: 7/24/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of July, 2018, by M. H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

ATTEST:

Kiley Provenzano
Printed Name: Kiley Provenzano

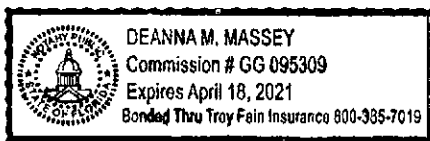
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

D. Massey
Printed Name: Deanna Massey

Date: 7/24/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of July, 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.



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



Brian S. Orth
Senior Vice President

200 S. Orange Avenue, Suite 600
Orlando, Florida 32828
Tel 407-237-6764
Brian.orth@suntrust.com

April 18, 2019

Jake Johansson
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: City of Port Orange ECR, Interest Adjustments and Extension

Dear Mr. Johansson

SunTrust Bank (the "Bank") is pleased to offer the City of Port Orange (the "City") an extension of the banking services for another two years, (the "Extension") with additional one year options available to the City, each year thereafter (the "One Year Extension Option"). Under terms of the Extension, the City will earn credit of 75 bps or 0.75%, applied to the compensating balance. For balances above the compensating / target balance, SunTrust will pay an interest rate of 75bps or 0.75%. The aforementioned rates will be reviewed by the client and bank on an annual basis and will serve as your floor rate during the period of the Extension. The rate may be increased or decreased based on the prevailing economic market conditions and mutual agreement in writing or email between both parties for additional One Year Extension Option's. No change is needed to the Treasury Management Master Agreement, already on file with SunTrust.

No change is needed to the Treasury Management Master Agreement, already on file with SunTrust. A signed or email approval from an authorized City official is sufficient to effect this change on behalf of SunTrust and the City.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape with which we are faced.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Brian S. Orth", is written over a horizontal line.

Brian S. Orth
Senior Vice President
SunTrust Bank

Authorized Signer:

Jake Johansson
City Manager
City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (C9g) Approval of Change Order No. 1 to the Standard Contract for Services with Universal Engineering Sciences, Inc.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the Standard Contract for Services with Engineering Sciences, Inc., not to exceed \$240,000.00 in a fiscal year.

SUMMARY: The City currently has a contract with Universal Engineering Sciences, Inc. to provide a full range of permitting and inspection services to support the Building Department during increased workload periods and staff turnover. City Council previously approved the Contract for Services with Universal Engineering Sciences, Inc. for permitting and inspection services in an amount not to exceed \$140,000 in a fiscal year. Change Order No. 1 will increase the funding limit by \$100,000 to an amount not to exceed \$240,000 for permitting and inspection services in a fiscal year. Change order #1 is needed to allow additional funds to be spent on building inspection services to supplement the City's Building Department staff during peak periods of construction activity in Port Orange.

Over the last year, the City has average 107 inspections per day and relies on Universal Engineering Sciences, Inc., along with City building inspection staff, to complete daily building inspections. With the anticipated inspection workload to continue at the pace of the past year, an increase to the funding limit is being requested to ensure funding is available to support the use of Universal Engineering Sciences, Inc. during peak periods of construction activity such as construction of the Springs at Port Orange Apartments, on-going single-family homes at the Woodhaven and Westport Reserve subdivisions, and typical work load associated with daily residential and commercial building permits. Funding for Universal Engineering Sciences, Inc. services will be through the Building Special Review Fund which is supplemented through building permit fees.

Project No.: Funding Account No.: 10919015153414

Presenter: Tim Burman

ATTACHMENTS:

1.	Contracts - Change Order Universal WITH CA edits	Contracts - Change Order Universal WITH CA edits.pdf
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2.	Contract - Universal Engineering Sciences, Inc.	Contrct - Universal Engineering Sciences, Inc..pdf
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Melanie Schmotzer	Created/Initiated - 5/2/2019
Tim Burman	Approved - 5/2/2019
Scott Neils	Approved - 5/6/2019
Margaret Roberts	Approved - 5/9/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019

CHANGE ORDER NO. 1
To Standard Contract for Services dated December 21, 2017
Universal Engineering Sciences, Inc., Contractor

Project: Ongoing Building Permitting and Inspection Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$140,000.00	Original Contract Term: December 12, 2017 - December 11, 2019 with optional three additional one-year renewals
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$140,000.00	Contract Completion Date prior to this Change Order: N/A
Net Increase of this Change Order No. 1: \$100,000.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) None
Contract Price with all approved Change Orders: \$ 240,000.00	Contract Times with all approved Change Orders: December 12, 2017 - December 11, 2019, with optional three additional one-year renewals

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract and Services entered into by and between the parties on December 21, 2017.
- II. REQUIRED CHANGES: To provide for an increase in the amount of funds that can be spent for ongoing permitting and inspection services to supplement building staff during peak periods and turnover. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? No.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$240,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

TIM BURMAN

Department Project Manager

ACCEPTED BY:

UNIVERSAL ENGINEERING SCIENCES, INC.

Contractor

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

City Manager

By: _____ N/A
M.H. Johansson, City Manager

Date Signed: _____

<u>If Council approval is required:</u>	Affirmed:
By: _____ Donald O. Burnette, Mayor	_____ Robin L. Fenwick, CMC, City Clerk
Date Signed: _____	Date Signed: _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 21 day of December, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and UNIVERSAL ENGINEERING SCIENCES, INC. ("Contractor"), a Florida corporation whose principal address is 3532 Maggie Boulevard, Orlando, Florida 32811. 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 construction inspections, plan review, and permit technicians, as further described in Request for Proposals No 17-40 ("RFP 17-40") Permitting Services, RFP Specifications, Addendum No. 1, and Contractor Proposal, attached hereto as Exhibit "1." A complete copy of RFP 17-40, and the Contractor's Response 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: Notwithstanding the date of execution, the initial term of this Contract shall commence on December 12, 2017 and shall continue for two (2) years (the "Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for three (3) additional one-year periods, subject to City Manager approval. The City reserves the right to extend the Contract after the last day of the initial term or any annual renewal extension, subject to City Manager approval, not to exceed six (6) months.

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, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. **City Obligations:** In return for the services identified above, the City agrees to compensate the Contractor at the rates set forth in Exhibit "1," subject to a limit not to exceed One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) per fiscal year. 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. **Liens.** Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. **Contract Administration.** The Community Development Director, Tim Burman, 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 20 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

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

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

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

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

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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.

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.

[Remainder of this page intentionally left blank]

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 Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured ATMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.**

23. 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. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

24. 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.

25. 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: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Contractor: Universal Engineering Sciences, Inc.
Attention: Mark Israel, President
3532 Maggie Boulevard
Orlando, Florida 32811

Attention: Laura Jerrels, Building Inspections Administrator
911 Beville Road, Suite 3
South Daytona, Florida 32119
(386) 756-1105 – Telephone
(386) 760-4067 – Facsimile
ljerrels@universalengineering.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.

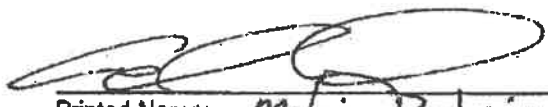
26. Contract Construction

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.

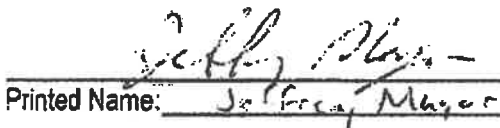
27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: Marvin Rodriguez



Printed Name: Jeffrey Mayes

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 20 day of December, 2017, by Mark Israel, as President of Universal Engineering Sciences, Inc., a Florida corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced _____ as identification.

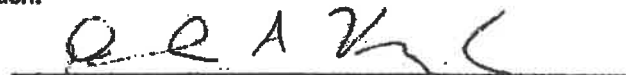
UNIVERSAL ENGINEERING SCIENCES, INC.

By: 

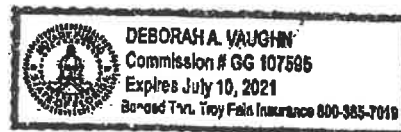
Mark Israel, President

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

Date: 12-20-17


Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

D Massey
Printed Name: Deanna Massey

By: Donald O. Burnette
Donald O. Burnette, Mayor

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 12/21/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of DEC, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



KILEY PROVENZANO
Commission # GG 161248
Expires November 16, 2021
Bonded Thru Budget Notary Services

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

Witnesses:

ATTEST:

D. Massey
Printed Name: Deanna Massey

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

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 12/21/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of DEC, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



KILEY PROVENZANO
Commission # GG 161248
Expires November 16, 2021
Bonded Thru Budget Notary Services

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

PROPOSED FEE



**"ATTACHMENT 1" RFP 17-40 SCHEDULE OF UNIT PRICING
BID FORM REVISED PER ADDENDUM NO.1**

**CITY OF PORT ORANGE
PERMITTING SERVICES**

ITB# 17-40

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: Universal Engineering Sciences, Inc

CONTACT PERSON: Brian C. Pohl, PE

EMAIL ADDRESS: bpohl@universalengineering.com

AUTHORIZED SIGNATURE:

PERMITTING SERVICES PER SPECIFICATIONS	UNIT	WEEKDAY HOURLY RATE	WEEKEND HOURLY RATE	OVERTIME HOURLY RATE
FIELD INSPECTION SERVICES	HOUR	\$55.00	\$55.00	\$55.00
PLAN REVIEW SERVICES	HOUR	\$62.00	\$62.00	\$62.00
PERMIT TECHNICIAN SERVICES	HOUR	\$35.00	\$35.00	\$35.00
BUILDING OFFICIAL SERVICES	HOUR	\$35.00	\$35.00	\$35.00
TOTAL BASE BID		\$ 187.00	\$ 187.00	\$ 187.00

EXHIBIT "1"

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The scope of services for this contract is to provide, construction inspections, plan review, and permit technicians, included but not limited to the following:

SCOPE OF SERVICES:

A. Field Inspections.

Inspect structures for verification of compliance with Florida Building Code. Provide up to 2,000 hours (one inspector up to 40 hours/week) per year, plus up to 100 hours of weekend inspections for building inspection services. Working under the direction of the Directory of Community Development or designee.

Inspectors are expected to provide daily inspections with written logs for each day, attend pre-construction meetings, final inspections and attend monthly staff meetings with City staff. Inspectors are expected to interact with home owners, contractors, engineers, community development, public utilities and public works personnel to ensure that inspection services are completed on time and in a manner, that promotes community service and support, while in compliance with Florida building code and city ordinances. These inspectors are expected to have the knowledge and ability to relay information to the Building Official or related City Office Information observed in the field related to materials, installation, and general required inspections. The minimum requirement would be licensing in the State of Florida in one or more of the following categories: Building, Plumbing, Mechanical, Electrical as a Building Inspector. The required certification will be specified at the time of the service request.

B. Plan Review.

Review plans for compliance with the minimum standard of the Florida Building Code. Provide up to 2,000 hours (one reviewer up to 40 hours/week) per year, plus up to 100 hours of weekend review of construction plans.

Plan reviewers are expected to review plans that are required by Florida Statutes, with a written log of reviews completed each day. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers and home owners, and interact with other departments to complete reviews in a written and timely fashion. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements. Reviewers would be required to attend monthly staff meetings with City staff. These reviewers should be capable of relaying information to the Building Official or related City office. The minimum requirement would be licensing in the State of Florida in one or more of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer. The required certification will be specified at the time of the service request.

C. Permit Technician.

Provide Permit technicians skilled in the knowledge of applications and submittal acceptance according to the Florida Statutes and Florida Building code. Provide up to 2,000 hours (one technician up to 40 hours/week) per year, plus up to 100 hours' weekend services for processing of applications and submittals.

Permit technicians would be required to perform the duties of permit technicians in The City of Port Orange, which would include answering phones, filing of application documents, customer service at the counter, review of application for minimum submittal compliance for processing, processing of applications and submittals to ensure proper routing of those documents. Technicians would be expected to enter applications into the system, communicate deficiencies to home owners, contractors, architects, engineers, project managers, and facilitate the completion of those applications. ICC certified permit technicians would be preferred but not required, however this position would require a minimum level of understanding of permitting services, Florida Statutes and Building Code and the intake of documents related to permitting service. These permit technicians should be capable of relaying information to the Permitting Supervisor, Building Official, or City office as necessary. They would be required to attend monthly meetings with City staff.

D. Building Official

This is a responsible administrative position directing and coordinating the Building permitting, inspection, and contractor functions within the Community Development Department. These services will be only on a needed basis and will serve only as an emergency backup basis.

The following are essential functions of the building official which include. Serves as principal enforcing officer of the building codes as mandated under Florida Statutes. Enforces regulations and laws of the State and Federal government. Represents the City in court proceedings on Building code violations. Serves as primary staff support to the City's Construction Regulation Board. Responsible for building plan review, permitting and inspection activities associated with administration of the adopted building and Housing codes. Performs field inspections when necessary.

Supplementary Conditions

1. Invoices are to be submitted on a monthly basis on the same week of every month.
2. A weekly work log and time sheet is expected to be submitted to the immediate supervisor are the area being supported.
3. Inspectors would have required equipment, safety gear and vehicles to complete the tasks assigned, including ladders for roof access.
4. Plan reviewers, and permit technicians would have scheduled start and end times. Breaks, and lunch times would be scheduled with the City staff to provide complete coverage of the counter.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (C10) Resolution No. 19-14 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-14.

SUMMARY: *State of the City Address Sponsor Funding - Fund 001

*City Hall Vending Machine Revenue - Fund 001

*Volusia League of Mayors Membership - Fund 001

*Tree Mitigation Revenue - Fund 001

*Fire Service Fee Phase II - Fund 001

*Cell Tower Review Reimbursements - Fund 001

*Transfer of Funds from Fund 001 to Fund 505 for ERP Project

*Misc. Revenue in the Town Center CRA - Fund 103

*Add'l Contracted Building Inspection Services - Fund 109

*Insurance Proceeds - Fund 504

*Lang Claim - Fund 504

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	d Bud Reso 19-14 - Misc - CC Mtg 5-22-19 (3)	d Bud Reso 19-14 - Misc - CC Mtg 5-22-19 (3).pdf
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Lisa Pallante

Scott Neils

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 5/4/2019

Approved - 5/6/2019

Approved - 5/8/2019

Approved - 5/9/2019

Final Approval - 5/9/2019

RESOLUTION NO. 19-14

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2019 BUDGET; TO BUDGET FOR REVENUE RECEIVED FOR THE STATE OF THE CITY ADDRESS; TO BUDGET FOR SNACK MACHINE REVENUE; TO FUND THE VOLUSIA LEAGUE OF MAYORS ANNUAL MEMBERSHIP; TO BUDGET FOR TREE MITIGATION REVENUE; TO BUDGET THE FIRE SERVICE FEE PHASE II; TO BUDGET FOR CELL TOWER REVIEW REIMBURSEMENTS; TO BUDGET FOR THE TRANSFER OF FUNDS FROM THE GENERAL FUND 001 TO THE LEASE AND REPLACEMENT FUND 505 TO PROVIDE ADDITIONAL FUNDING FOR THE ERP PROJECT; TO BUDGET FOR MISCELLANEOUS REVENUE IN THE TOWN CENTER CRA FUND; TO FUND ADDITIONAL BUILDING INSPECTION SERVICES; TO FUND THE REHABILITATION AND RENOVATION OF THE PROPERTY LOCATED AT 492 SPRUCE VIEW DRIVE; AND TO BUDGET FOR INSURANCE PROCEEDS RECEIVED; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for revenue received to sponsor the State of the City Address; and

WHEREAS, the City Council desires to budget for revenue received from the City Hall snack machine; and

WHEREAS, the City Council desires to budget for the transfer of funds from the City Manager's department to the Mayor & City Council department to fund the Volusia League of Mayors annual membership; and

WHEREAS, the City Council desires to budget for Tree Mitigation revenue received; and

WHEREAS, the City Council desires to budget for the Fire Service Fee Phase II upcoming expenditures; and

WHEREAS, the City Council desires to budget for expected reimbursements for Cell Tower reviews running through the Community Development department; and

WHEREAS, the City Council desires to budget for the transfer of funds from the General Fund 001 to the Lease and Replacement Fund 505 to provide additional funding for the ERP Project ZMI054; and

WHEREAS, the City Council desires to budget for miscellaneous revenue related to the Kona Ice and Sandy Point Progressive Sports contracts in the Town Center CRA Fund 103; and

WHEREAS, the City Council desires to budget funds for additional contracted building inspection services necessary to supplement City staff in the Building Special Revenue Fund 109; and

WHEREAS, the City Council desires to budget, in the Risk Management Fund 504, for the rehabilitation and renovation of the Lang property located at 492 Spruce View Drive in Port Orange, Florida; and

WHEREAS, the City Council desires to budget for insurance proceeds received through April 30, 2019 in the Risk Management Fund; and

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, 2018 through September 30, 2019.

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: _____
Shannon K. Balmer, Assistant City Attorney

FY2019 General Fund 001
Prepared: May 4, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Contributions - Mayor & Council	\$ 1,760
Misc. Revenue - Snack Machine	784
Tree Mitigation	7,806
Appropriated Equity	56,000
Misc. Revenue - Cell Tower Review Reimbursements	60,000
Total Revenues:	\$ 126,350
<u>Expenditures:</u>	
Mayor & Council	1,760
Non-Departmental	784
City Manager	(1,346)
Mayor & Council	1,346
Non-Departmental - Tree Mitigation	7,806
Non-Departmental - Fire Service Fee Phase II	56,000
Community Development	60,000
Non-Departmental - Land Mgmt Appl. Cleanup Project ZMI064	(6,500)
Non-Departmental - Transfer to Lease and Replacement Fund 505 for ERP Proj.	6,500
Total Expenditures:	\$ 126,350

To budget for revenue received to sponsor the State of the City Address; to budget for revenue received from the City Hall Snack machine; to budget for the transfer of funds from the City Manager's department to the Mayor & City Council department to fund the Volusia League of Mayors annual membership; to budget for Tree Mitigation revenue received; to budget the Fire Service Fee Phase II upcoming expenditures; to budget for expected reimbursements for Cell Tower Reviews running through the Community Development Department; and to budget for the transfer of funds from the General Fund to the 505 Lease and Replacement Fund to provide additional funding for the ERP Project ZMI054.

FY2019 Town Center Tax Increment Fund 103
Prepared: May 4, 2019
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Miscellaneous Revenue	4,200
Total Revenues:	<u><u>\$ 4,200</u></u>

<u>Expenditures:</u>	
Non-departmental	4,200
Total Expenditures:	<u><u>\$ 4,200</u></u>

To budget for miscellaneous revenue related to contracts with Kona Ice and Sandy Point Progressive Sports.

FY2019 Building Special Revenue Fund 109
Prepared: May 4, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Appropriated Equity	100,000
Total Revenues:	<u>\$ 100,000</u>

<u>Expenditures:</u>	
Community Development	100,000
Total Expenditures:	<u>\$ 100,000</u>

To budget for additional contracted Building Inspection Services necessary to supplement City staff.

FY2019 Risk Management Fund 504
Prepared: May 4, 2019
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Insurance Proceeds	\$ 36,574
Appropriated Equity	137,350
Total Revenues:	<u>\$ 173,924</u>

<u>Expenditures:</u>	
Non Departmental - Equipment - partially fund Message Board that was destroyed	14,515
Non Departmental - Claims Loss	22,059
Non Departmental - Claims Loss - Lang Claim	137,350
Total Expenditures:	<u>\$ 173,924</u>

To budget for insurance proceeds received through April 30, 2019 and to budget for the rehabilitation and renovation of property located at 492 Spruce View Drive (Lang).

FY2019 Lease and Replacement Fund 505
Prepared: May 4, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Transfer from General Fund 001	6,500
Total Revenues:	<u>\$ 6,500</u>

<u>Expenditures:</u>	
Non-Departmental - Capital Outlay	6,500
Total Expenditures:	<u>\$ 6,500</u>

To budget for the transfer of surplus funds, on the Land Management Application Cleanup Project ZMI064, in the General Fund to the ERP Project ZMI054 in the 505 Fund.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (C11) Resolution No. 19-21 -Ratifying Election Results for the Primary Election held April 30, 2019

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-21.

SUMMARY: The purpose of this resolution is to ratify the results of the primary election for Port Orange City Council Member for District 1. The official results from the Port Orange Canvassing Board are attached.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-21	Reso. No. 19-21 .pdf
2.	Election Summary	Election Summary.pdf

Robin Fenwick
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 5/6/2019
Approved - 5/8/2019
Approved - 5/9/2019
Final Approval - 5/9/2019

RESOLUTION NO. 19-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING
THE RESULTS OF THE PRIMARY ELECTION FOR CITY
COUNCIL DISTRICT 1 HELD ON APRIL 30, 2019;
DECLARING THE CANDIDATES FOR THE JUNE 11, 2019
ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a primary election for City Council District 1 was held in the City of Port Orange, Volusia County, Florida, on April 30, 2019, pursuant to the provisions of the City Charter, Ordinance No. 2008-35; and

WHEREAS, it appears that said election has been duly and properly held in accordance with the Charter of the City of Port Orange and applicable state law, and that the votes cast thereat have been returned, delivered and canvassed by the City of Port Orange Canvassing Board, which has certified the results thereof.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official returns of the election have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The legal votes cast for each candidate and totals are as follows:

<u>CANDIDATE</u>	<u>VOTES</u>
<u>DISTRICT 1</u>	
Jonathan Foley	756
Lee Barreiro	999
Marilyn Ford	2,480
Paul Rozar	294
Savannah Weaver	909
TOTAL	<u>5,438</u>

Section 2. The City Council hereby declares the candidates for the June 11, 2019 runoff election, as follows:

District 1: Lee Barreiro
Marilyn Ford

Section 3. The election is found to have been in all respects conducted in accordance with law, and all steps in connection with and preceding such election has been duly, regularly and lawfully taken.

Section 4. This resolution shall be deemed effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

SUMMARY REPORT

Official Port Orange Spec Gen
April 30, 2019
Volusia County, Florida

Unofficial Results

Run Date:04/30/19 07:25 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 14)		14	100.00
REGISTERED VOTERS - TOTAL		44,078	
BALLOTS CAST - TOTAL		5,465	
BALLOTS CAST - BLANK		22	.40
VOTER TURNOUT - TOTAL			12.40
VOTER TURNOUT - BLANK			.05

City Council District 1 Port Orange
(VOTE FOR) 1

(WITH 14 OF 14 PRECINCTS COUNTED)			
Lee Barreiro		999	18.37
Jonathan Foley		756	13.90
Marilyn Ford		2,480	45.61
Paul Rozar		294	5.41
Savannah Weaver		909	16.72
Over Votes		5	
Under Votes		22	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C12) Approval of Memorandum of Understanding (MOU), Article 16, with the Police Benevolent Association Lieutenants (PBA Lt.)

DEPARTMENT: Administrative Services

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the Police Benevolent Association Lieutenants (PBA Lt.) which amends Article 16, Annual Leave.

SUMMARY: Article 16 of the PBA Lt. agreement stipulates that Police Lieutenants receive an accrual of three hours each month, added to their Annual Leave.

As the Enterprise Resource Planning (ERP) system is being configured, there have been opportunities to make changes to policy and processes in order to allow for optimal operation of the new system.

By aligning this accrual to this same schedule of all accruals, which is per pay period, the system will have a neater configuration.

Staff is proposing to change this accrual to 1.5 hours each pay period (biweekly).

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Article 16 - Executed MOU	Article 16 - Executed MOU.pdf
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Jamie Miller
Jamie Miller
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 5/6/2019
Approved - 5/6/2019
Approved - 5/8/2019
Approved - 5/9/2019
Final Approval - 5/9/2019

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS

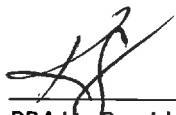
PERC CERTIFICATION #5561

1. Separate and apart from contract negotiations, the Police Benevolent Association Lieutenants Local #5561 ("Union") and the City of Port Orange ("City") hereby agree to modify the following provisions of the 2017-2020 collective bargaining agreement ("Agreement").
2. Prior to the negotiations of a successor Agreement, this Memorandum of Understanding ("MOU") between the City and the Union shall modify language related to Article 16.7 or "Additional Annual Leave." It is the desire of both the City and the Union to provide timely and consistent compensation to employees while utilizing the recommended functionality of the future Enterprise Resource Planning (ERP) payroll system.
3. By executing this MOU, it is understood and agreed by both parties that Article 16, Annual Leave, Section 16.7 shall be amended to the following:

16.7: Additional Annual Leave- Employees shall accrue ~~three (3) hours~~ one and one half (1.5) hours of additional annual leave to be credited ~~each on even numbered~~ pay periods under a biweekly payroll system to the employee's annual leave.

This MOU shall not become effective until signed by both parties and ratified by the Union members and City Council.

COAST FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANTS LOCAL 5561:



PBA Lts President

Date: 5/1/19

Lt. [Signature] Magee

PBA Lts Authority/Representative

Date: 4/28/19

CITY OF PORT ORANGE, FLORIDA

M. H. Johansson, City Manager

Date: _____

Donald O Burnette, Mayor

Date: _____

Attest:

Robin Fenwick, City Clerk

Ratified on the _____ day of _____, _____.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: Yes

SUBJECT: (C13) Retirement of Loki and transfer of ownership to Greg Cook

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve the transfer of K9 Loki to his handler, Ofc. Greg Cook.

SUMMARY: K9 Loki has served as a Police Dog on the POPD for several years and due to his age and minor health issues, he will be retired from service. Ownership of Loki will be transferred to his handler, Ofc. Greg Cook as a personal pet pursuant to the agreement drafted by Legal.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	K9 Loki Transfer Agreement - Cook	K9 Loki Transfer Agreement - Cook.pdf
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Robin Fenwick
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 5/2/2019
Approved - 5/2/2019
Approved - 5/3/2019
Final Approval - 5/6/2019

CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Port Orange, a Florida municipal corporation with the following mailing address: 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and Gregory Cook, whose address is 4545 Clyde Morris Blvd., Port Orange, FL 32129, (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

WITNESSETH

WHEREAS, the City owns and has in its possession a six (6) year old male, black in color, German Shepherd ("K9 Loki") which is no longer needed by the Port Orange Police Department due to medical reasons, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Loki for over five (5) years, and during that timeframe partook in a substantial amount of training with K9 Loki; and

WHEREAS, Transferee fully understands that German Shepherds, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of K9 Loki and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:
 - a. On or before May 31, 2019, to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to the aforesaid K9 Loki to the Transferee; and
 - b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.
2. The Transferee agrees to do the following:
 - a. Accept transfer of possession and ownership of the aforesaid K9 Loki from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Loki; and
 - b. Hold Harmless Agreement. Upon transfer of possession of the aforesaid K9 Loki to the Transferee, the Transferee assumes the entire responsibility for said K9 Loki and as such the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of said K9 Loki to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any

and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the aforesaid K9 Loki.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Loki to any individual or entity without first obtaining the express written consent of the Chief of Police in and for the City of Port Orange.
4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.
5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28, Florida Statutes and Florida law.
6. Amendments to Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.
8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of said K9 Loki and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid K9 Loki for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of said K9 Loki in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.
10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
11. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The Parties further agree that

jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting there from, whether by arbitration or otherwise, shall be vested in the Seventh Judicial Circuit, in and for Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

City of Port Orange, Florida,
a municipal corporation.
On this ____ day of _____, 2019

BY: _____
Donald O. Burnette, Mayor

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

Transferee: Gregory Cook
On this ____ day of _____, 2019

BY: _____
Gregory Cook

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gregory Cook, the Transferee, who is personally known to me or has produced a Florida Driver's License as identification and ____ did ____ did not take an oath.

Notary Public, My Commission Expires:

Approved as to form and legality by:

Matthew J. Jones, Esq.
Police Legal Advisor
City of Port Orange



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (G16) Annual Report from ArtHaus

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: ArtHaus currently leases the City's building at 3840 Ridgewood Avenue and has since at least 2009. The current lease expires in June of 2020. ArtHaus does not pay any rent, but instead offers its art education and cultural enrichment to the community as a whole.

The lease requires ArtHaus to report at least once per year to the City Council on its programs, student participation and service to the community. Ms. Cameron Vintson is the new executive director of ArtHaus since the retirement of Laurie Ring and she will present the update to Council.

Project No.: Funding Account No.:

Presenter: Cameron Vintson

ATTACHMENTS:

1.	ArtHaus' 2018 Annual Report	ArtHaus' 2018 Annual Report.pdf
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Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 4/29/2019
Approved - 4/29/2019
Final Approval - 4/29/2019

ANNUAL
REPORT
TWENTY

18



ArtHaus

HISTORY

ArtHaus Foundation was named in the spirit of the Bauhaus, a government sponsored school of art, architecture, and design. Bauhaus served as a foundation for uniting artists and schools of thought, elevating each to a new level of understanding through association. This unification extended to its teaching programs in which feeling & thinking, intuition & intellect, and expression & construction belonged inextricably together. ArtHaus Foundation furthers these ideals by uniting artists, teachers, students, and patrons through its programs.

While striving for new and innovative ways to educate students, the art department of Spruce Creek High School realized an important element was missing from the students' education. Art students lacked a professional venue to display their work and complete the artistic experience. This insight led to the concept of the ArtHaus Student Gallery in 1994. Tim Ludwig and the Art department faculty began to envision a three-walled edition to Spruce Creek High School in Port Orange. The concept of such an addition to the school blossomed into a freestanding building for all Volusia County students to utilize. In 1996, ArtHaus was incorporated as a 501(c)3 organization. In 2000, ArtHaus, with the help from the city of Port Orange, moved to our current facility which includes our Student Art Gallery and the Dorothy Johnson Center for Arts Education.

A unique partnership with the School District of Volusia County allowed ArtHaus to increase its mission and vision to benefit all Volusia County Schools by showcasing student exhibitions, providing arts education programs, adding outreach ArtLink classes at the area Boys & Girls Clubs, ArtsPace classes at the Pace Center for teen girls, supplementing supplies for art teachers with low funding, and promoting cultural enrichment for the community. ArtHaus has grown into the new millennium with a mission that focuses on inspiring the creative spirit in everyone in our community.

“Instilling the Spirit of Creativity & Self Expression in our Youth & Community”

~The ArtHaus Mission

2018 Office/Gallery Staff:

LoriAnn Kunsman

Bonnie Culpepper &
Many Wonderful Volunteers

ArtHaus Gallery & Facility

3840 Ridgewood Avenue
Port Orange, FL 32129

Mailing Address

P.O. Box 290232
Port Orange, FL 32129



Contact Info

Telephone: 386-767-0076

Fax: 386-761-3888

Email: office@arthaus.org

Website: www.arthaus.org



Councilman Bob Ford passed away in December of 2018. Bob was on the Board of Directors and a dear friend of ArtHaus. Both he and his wife, Marilyn Ford, have always been staunch supporters of the Arts. For many years, they have been a pillar of encouragement and support for ArtHaus and its mission. Councilman Ford was an exemplary civil servant with a truly generous and kind nature. Though Bob will be dearly missed, his legacy will live on in our community.



President's Report

Ron Nowviskie

ArtHaus' reputation as being an active, creative and enlightening place for children was never more evident than in 2018. We continued to be a catalyst for art education in the community, supporting school art educators, and connecting artists with schoolchildren and adults through an array of after-school, evening and summer art classes and experiences. Kids are given the opportunity to explore their creativity and then see their works on display in our gallery. As you read this report, you will learn of ArtHaus' many important accomplishments during the past year.

I would like to express my sincere appreciation to our supporters, business partners, donors and volunteers who contributed so much to make 2018 a success – especially the City of Port Orange and the County of Volusia. We are especially grateful to have been able to recognize and thank Senator Dorothy Hukill at our Fun & Funky Dinner for her support of ArtHaus over many years before her untimely passing. We also mourn the recent loss of board member and city Councilman Bob Ford who was a generous and enthusiastic supporter of our organization.

This past year marked our 19th Annual Street Painting Festival held in conjunction with Port Orange Family Days. The event is unique to this part of Florida and I want to thank all who worked so hard to make the event a reality. Also, we appreciate the great job done by our teachers, office staff and volunteers. Year after year, the quantity and quality of our programs and exhibits continues to improve, largely due to the efforts of Laurie Gomon Ring and her staff and volunteers. I thank them for another year of dedicated service to the organization and the kids we serve.

Laurie Gomon Ring, who has been our Executive Director since 2007, retired at the end of the year. Her inspirational and tireless efforts on behalf of the organization are deeply appreciated, and we are grateful she will continue to be involved as a member of our board of directors. We welcome Ms. Cameron Vintson as our new Executive Director. Cameron has a bachelor's in Communications in Advertising from the University of Alabama and comes to us with extensive experience in marketing and management. She also exhibits a true passion for the arts and for ArtHaus.

ArtHaus continues to benefit from a dedicated and hard-working board of directors. It is a pleasure to serve with them, and I appreciate their enthusiasm, guidance and support. I thank you for the opportunity to serve as president of this wonderful organization, and with your continued support ArtHaus will continue to use the power of art to engage, motivate and inspire young people in our community to be the best they can be.



HALIFAX HEALTH





Communications Report

Terra Good
Vice President Communications

Another year has come and gone, and we are all happy to say that this has been another exciting year for ArtHaus! We could not have achieved our goals this year without the amazing efforts of the ArtHaus staff, along with the support from our dedicated volunteers and board members. Looking back on the last twelve years that I've had the privilege to volunteer at ArtHaus, I'm proud to be a part of an organization that continues to provide cultural enrichment while also cultivating artistic talent within our community.

ArtHaus communicates our mission through advertising, public relations efforts, and through our website & social media, and we are happy to say that 2018 has been a banner year. Thanks to our dedicated staff, we have made major strides over the last year when it comes to press releases, local media coverage, social media, and email outreach. This past year has been incredibly special and bittersweet for ArtHaus, as we sadly say goodbye to Laurie Gomon Ring as the Executive Director, and we welcome Cameron Vintson as the new ArtHaus Executive Director. We are happy to say that this transition was covered by a lovely article in the Hometown News on December 27th. We have also been featured on numerous occasions over the last year in the News Journal, Ormond Observer, East Coast Current, and in other Hometown News articles. ArtHaus is continually listed in the News Journal's Gallery Happenings in Friday's 386 section as well as the Art Corner section of the East Coast Current.

We have become more engaged in all of our social media platforms including Instagram, Twitter and Facebook. Cameron has made extensive efforts to make updates daily and provide new and exciting content. We are happy to report that likes and shares have increased on all of our social media sites. Please continue to like and share the posts!

The Arthaus website has been completely redesigned and moved to a more secure platform called WordPress. We saw over a 14% increase in our website traffic since the month of October. Our website lists our art classes, and we continue to make improvements to the website.

We have made headway on the consistency of our communications! MailChimp emails focus on the afterschool and adult classes, and are regularly sent out the last week of the month. Bonnie and LoriAnn consistently kept up with inputting the email addresses from the sign in sheets from our guest book into the MailChimp distribution list.

A few new dimensions were added to our Street Painting Festival this year. There were new banners and signage displayed, easels with sponsor logos were paired with the usual stenciled names, an ArtHaus sales booth was created, and a new routine was established to create a more organized flow. Cameron has big plans for making this event even more spectacular next year. She will be working closely with Amy Hall, the Secretary of PO Community Trust to ensure ArtHaus has a more visible presence in publications, social media, and the event itself.

ArtHaus will continue to strive to fulfill the organization's mission and outreach for art education and cultural enrichment in our community through our continued communication and public relations efforts. We are all looking forward to another prosperous year for ArtHaus in 2019!



Administration Report

Merelyn Goldsmith
Vice President Administration

The day to day running of ArtHaus remains the same. It is the tireless and never ending effort and commitment of our staff and volunteers that keeps this organization running steadily and smoothly, and to them I say thank you.

We are up to date on all IRS forms & reports, quarterly Florida re-employment taxes, annual sales taxes, Certificate of Solicitation of Contributions, annual employee filings, state business filings, and insurances. We have passed all required and requested audits and Fire inspections. All Board Members have signed and are compliant with the Conflict of Interest Policy.

We have such a wonderful staff. At the beginning of 2018, we were able to give our Office Manager, LoriAnn, a bonus in addition to a raise. We also hired Bonnie Culpepper on a temporary basis to help LoriAnn handle office back log. She was a great resource to us and we appreciate her valuable help. In June of 2018, we interviewed many candidates for Directorship and are so happy to have Cameron Vintson come on as our new Executive Director of ArtHaus. She came in on a voluntary basis to start training, and with the help of a \$1350 grant from Career Source, we were able to supplement some of the expense of her training. As of December of 2018 Laurie Gomon Ring stepped down as Executive Director. Cameron has already done a stellar job and we are so happy to have her on board. We cannot thank Laurie Gomon Ring enough for her years of excellent and heartfelt service in guiding ArtHaus to its present success.

We said a sad farewell to Board member and City Councilman Bob Ford, who was a strong champion for ArtHaus. He will be missed by all of us. We also had Board members Juliana Romnes and Jessica Houser step down due to occupational time constraints. 2018 welcomed Kelly Ferguson Bryce Hammond to the Board. Kelly is an ambassador from Advent Health and is very proactive in our community. Bryce Hammond is the Art Specialist of Volusia County Schools and his championship of ArtHaus has created a new & easier partnership with the schools.

ArtHaus sent out all Thank You letters to those in our community who helped us this year in the Annual Giving Campaign, fundraising sponsorships, In-Kind donations, and to participating artists. We also thank the City of Port Orange for their generous grace of this building while helping us maintain the yard and landscape

In 2018 we had the unfortunate experience of being hacked with ransom-ware that we felt was able to invade us through our Website. Luckily, Laurie had a hard drive back up from 2016. With a lot of hard work, we were able to retrieve a lot of what was taken. Cameron created a new website with Word Press for more security, and instituted cloud back-up and an external hard drive for further protection..

We had a wish list this year for a new trash can w/lid, new phone system and an outdoor sensor light. Thanks to Board member Terra Good and Cameron who reached out to Home Depot, our wish list was fulfilled.

We have been invited by the City of Port Orange to eventually move ArtHaus to the future renovated Parks & Recreation Community Center. We are excited over this possibility and look forward to future communications in hopes of making this a reality.



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Programs & Exhibits Report

Marla Basli
Vice President Programs & Exhibitions

ArtHaus provided many enriching exhibits and programs for the community in our facility and other public venues during 2018. These important programs align with our core mission to engage community, family, and friends with artistic experiences and achievements. ArtHaus offers weekly art classes running Tuesdays through Saturdays, ranging from children as young as 4 to adults. We are grateful for the dedication and passion of our 2018 teachers! Thanks go to Monique Fischer, Ed Klein, Marla Basli, Christophe Cardot, Lauren Berkowitz, Margaret Williams, Heather Cunningham, Catie Tappan, Laurie Gomon Ring, and Kay Ward.

During our 22nd year of operating as a nonprofit, ArtHaus showcased over close to 600 young and adult artists in the ArtHaus Gallery Exhibits. From the whimsical Kindergarten show “Wee Create” in January to the impressive high school “Advanced Placement Studio Art Exhibit”, we provide these young artists a chance to display their artistic talents and accomplishments.

Summer Art Camp 2018 was entitled “The Colors of My Summer” and offered 7 weeks of artistic journeys. These classes, taught by art teachers from the county school system, are a wonderful way to inspire and educate our youth through those lazy summer days. The success of the program was evident during the crowded opening of our “Summer Art Camp” exhibit. In addition to our own summer camp, we were able to provide South Daytona Summer Camp weekly art lessons taught by Lauren Berkowitz that were enthusiastically received!

ArtHaus also offered a two day Holiday Art Camp during winter break, taught by Cameron The success of this camp ensures that it will become an annual program.

ArtHaus participated in the “Art Life” fundraiser that was put on by the Rotary Club of Daytona Beach West on March 22. Bryce Hammond, the new Art Specialist for Volusia County Schools, helped initiate the “Sponsor an Art Room” project featured at “ArtLife.” Over \$2,000 was raised to supplement art supply budgets for eight Title One schools.

Our retired art teachers, Laurie Ring, Monique Fischer, and Marla Basli, organized get togethers with a group of other retired art teachers during the year. The group implemented ArtHaus’s first “Art Shop & Swap” event on November 10. Success was evident as the 20 current art teachers from Volusia County were very grateful for the supplies and event.

ArtHaus is proud to offer a number of professional venues to showcase students’ artwork in public places. The Port Orange City Hall lobby, The Daily Grind restaurant, Chef Papa's Cafe, and The Daytona Beach Playhouse are regular places where artworks are displayed throughout the year.

In 2018, ArtHaus provided free Art & Gallery lessons for over 35 young adventurers for the Echo Ranger Program.

All of these programs are a testament that ArtHaus plays an important role enriching and nurturing the cultural creativity and self-expression in the arts in our community.





Resource Development Report

Ann Pintiliano
Vice President Resource Development

It was a pleasure to take over this role as the Vice President of Resource Development this year. It is always a challenge to find ways to raise money each year and 2018 was no different. It has been a pleasure to welcome Cameron on board this year. She has stepped into the shoes as Executive Director since Laurie Gomon Ring's retirement in December 2018. We will miss Laurie's hard work and dedication, but she will stay on as one of our Board members. Our first check from the VCCA Grant for 2018 arrived in December of 2017, with the remainder arriving in each quarter through the year of 2018, totaling **\$9,281**.

2018 was a busy year for ArtHaus. Income for events, classes, and programs are as follows:

- Arts After School Classes: **\$8,037**
- Adult Art Classes: **\$3,480**
- ArtHaus and South Daytona Summer Art Camps: **\$14,679**
- Art sold for the SAMA-SAMA Exhibit: **\$40.05** (70% of sales went to the artists)
- This year for the Fun and Funky Dinner we honored Dorothy Hukill, tragically only months before she passed. We are so very glad we had the chance to honor her. The 2018 income for the Fun & Funky Dinner was **\$18,187.30**
- We certainly had beautiful weather for our second biggest fundraiser of the year, the 19th Annual Street Painting Festival. We were fortunate in our lack of hurricane visits! The art was fantastic and ArtHaus also made a square for Dorothy Hukill to honor her memory. Our gross income was **\$7,722.35**

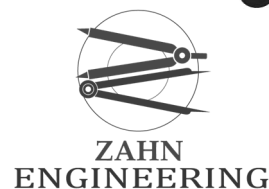
Our community remains a strong advocate for ArtHaus. The following are the contributions for 2018:

- The Wal-Mart Community Grant: We were fortunate to receive **\$1,000** for 2018.
- The Daytona Beach Rotary Club West created the fundraiser "ArtLife", raising roughly **\$3,000** for ArtHaus.
- ArtHaus received \$400 from the Guild of the Museum of Arts & Sciences for the "Extended Display" exhibit.
- Halls for Hire George Rogers presented ArtHaus a \$500 check from his Bingo Charitable Giving funds.
- Our regular Annual Giving letters were recreated by Cameron. Dex Imaging printed 2000 of these letters in color, free of charge. Income for 2018 Annual Giving is **\$4,435**.
- Dr. Marilyn Chandler Ford was honored on May 17 at the Oceanside Country Club during a lovely banquet held by the Junior League, and she selected ArtHaus to receive the donation of **\$1,000**. I would like to take this moment to say that we were very sad to lose one of our Board members in 2018. We would like to say thank you to Marilyn Ford, and in Honor of Bob Ford, for all of their generous and kind help with ArtHaus over the years.

Cameron created a Corporate Annual Giving Bundle letter which lists several ways that a business can donate to ArtHaus. There were two objectives for this. To reach out to businesses who may not have the funds to sponsor at the times of our fundraisers, and to allow corporations who must plan their budgets months ahead to become a benefactor of ArtHaus at future dates. The letters were sent shortly after October 31, a date that marks the end of many businesses' fiscal year. Our hopes are that they will be able to include us as one of their causes when writing next year's budget.

We had some extra expenses this year with bringing on Cameron, but I think it was well worth the extra money we paid. Cameron is a true asset! Laurie and her staff held expenses down with the amount of work that needed to be done. We had our website hacked and had to pay a large fee for fixing that.

Thank you for allowing me to be on the executive board, I have to say the fun that I had working with the ArtHaus this year was boundless.



2018

ArtHaus Exhibits



"Wee Create"

Kindergarten Exhibit
January 18 ~ February 9, 2018

"Advanced Placement Studio Art"

AP High School Exhibit
February 16 ~ March 16, 2018

"Art: The First Language"

Elementary School Exhibit
March 22 ~ April 20, 2018

"Up Close"

Spruce Creek High School Exhibit
April 26 ~ May 25, 2018

"Arts After School"

AAS Class Exhibit of
Ms. Monique Fischer & Ms. Marla Basli
June 1 ~ July 1

"Sama-Sama"

("Together")

Family Exhibit featuring
Sean, Eliza, & Diana Budanio
July 6 ~ August 1

"The Colors of My Summer"

Summer Art Camp Exhibit
August 9 ~ September 7, 2018

"Volusia Art Educators"

Art Educator Exhibit
September 21 ~ November 9, 2018

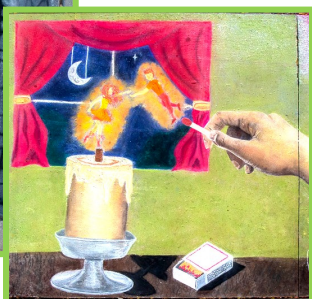
"Extended Display"

Halifax Art Festival Student Exhibit
November 15 ~ December 19, 2018

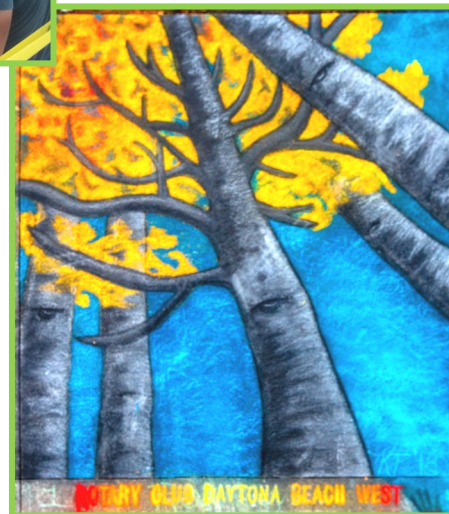
In our ArtHaus Gallery, 590 Artists were showcased and 902 community patrons enjoyed the enriching and inspiring displays.

2018

19th Annual Street Painting Festival



The 19th Annual Street Painting festival of 2018 was held on October 6 & 7 during Port Orange Family Days. The weather was fantastic and the artists outdid themselves in both creativity and execution. Over 30 artists participated in 2018, and each of our sponsors had their logos proudly displayed next to their paired artist's work. Over 50,000 people



2018

Fun & Funky

Honoree
Senator Dorothy L. Hukill



Volusia,
There's No Place Like *Home!*



Senator Dorothy Hukill dedicated her years serving and acting as voice for those who call Volusia County home. In the Florida Legislature, Dorothy was a steadfast supporter of the Arts. She believed in the importance of nurturing our children's creativity and inspiring them to be true to themselves and their visions. It was truly an honor for ArtHaus to celebrate Dorothy Hukill for the 20th Annual Fun & Funky. Dorothy passed away only a few short months after this event. Though she is gone, her legacy in our community remains strong.

2018

Outreach Exhibits

Daily Grind Restaurant
Exhibits

Chef Papa's Cafe
Exhibits

Port Orange City Hall
Exhibits

Port Orange Spring Fair

Cobb Cole ArtsPace Exhibit

19th Annual Street Painting Festival

ARTLife

Through our outreach exhibits, 291
Artists were showcased and 90,452
community patrons enjoyed
enriching and inspiring displays.





Director's Report

Laurie Gomon Ring • Executive Director

For many decades, I have known the power and impact of having an artwork, my third grade crayon drawing of a bird of paradise to be specific, selected for exhibition! Whether it propelled me to become an art teacher in the Volusia County Schools or not, I really don't know. I am sure it had a lot to do with my interest in showcasing my students' artwork during those 33 years of teaching high school and younger students. Art itself is a magical experience. It is one of the divine powers granted to us: to create and express! During the process, one must connect with an inner desire to express something; whether whimsical or very personal. This is a vulnerable position and why so many youth are discouraged for many reasons. A caring, thoughtful, and encouraging parent, grandparent, aunt, uncle, friend, or art teacher can make a huge difference in the growth of a child's creative expression. Having an artwork selected and displayed for exhibition is a true motivator for a young artist of any age. This is the core of the ArtHaus mission.

When I retired in 2005, I felt I had contributed my part in the formation and operation of ArtHaus. I helped Tim Ludwig, chairman of the Spruce Creek Art Department, develop the concept of the organization. In the early 1990's, we gathered a group of supporting civic and community members who supported the idea of a Student Art Gallery. We designed fundraising tactics and chose a student selected name (ArtHaus) culminating in our incorporation in January, 1996. I shared my office at Spruce Creek with the first two directors until Brad Budd was able to negotiate the current location in 2000. I helped sell raffle tickets for several motorcycles and a Ford truck to raise money. Fundraising efforts, including the ArtGifts big holiday sale, raised the funds needed to pay the director. I have served as VP of Programs & Exhibitions and as Board President to keep ArtHaus moving forward. After retiring from the grueling pace of teaching in June of 2005, I enjoyed a glimpse of retirement; but ArtHaus was struggling. Three directors had come and gone in three years! After Jennifer Trombino resigned in May of 2007, I stepped in as Director. Over 11 years later, I am now passing on the ArtHaus Torch/ Pencil of Creativity to Cameron Vintson!

Although I had plenty of other creative plans to spend my time for the past 11 years, I am glad that I could keep ArtHaus alive. The economic downturn starting in 2008 was quite a struggle, and became a learning curve for this professional teacher and artist trying to raise money for a non-profit and keep it afloat. There were times when I could pay our hardworking part-time staff, but not myself. However, we have never had to borrow money and ArtHaus has stayed in the black for the entire time. In a very short amount of time I added grant writing, website maintenance, the use of QuickBooks, and general business accounting to my list of abilities!

During my leadership, I was able to establish specific exhibits that would appear annually in our gallery schedule, thus creating a sense of continuity. The Volusia Art Educators exhibit, which formerly had been displayed for two weeks during August at the Art League of Daytona, was embraced by ArtHaus after the Art League had to close due to the economy in 2008. This excellent show is displayed during September and part of October. I created the "Extended Display" of the Halifax Art Festival student show to extend the exhibit time beyond a few hours on two days to an entire month. We continued the established "Wee Create; Kindergarten Only" exhibit but moved it to January away from the holiday crush, -I mean rush- in December. We started the Advanced Placement Studio Art exhibit in February which is in its 12th year. These top level "cream of the crop" students had never been showcased as a group before! I am proud of creating the elementary level exhibit, "Art: The First Language" that alternates every other year with the Middle school exhibit: "Making Our Mark". These exhibits run during March, which is Florida's Youth Art Month. I have been vigilant in including an exhibit from the Spruce Creek Art Department every April into May to honor the origins of ArtHaus. The Spruce Creek art students and their teachers continue to amaze us on many levels! We have had a variety of exhibits during June and July that showcased many professional and college student artists such as: "Working Artists", "ArtHaus' Own", and "Land, Sea and Life" to name a few. We were able to continue and expand on our Outreach exhibit venues as well.

Our partnerships have expanded and strengthened with the Volusia County Schools art teachers, the Port Orange/ South Daytona Chamber of Commerce, the City of Port Orange, as well as many corporations and businesses that have embraced the ArtHaus mission. Last year, I was able to connect with Bill Griffin of the Rotary Club Daytona Beach West to initiate a new fundraiser "ArtLife" that brought in funding for some of the art programs in our Title One schools and for ArtHaus as well! Look for "ArtLife 2" on April 25 for another exciting event!

During these 11 years, I diligently recruited qualified art teachers so that our Arts After School classes, Summer Camps, and teen & adult classes would be known for their excellence in curriculum and for fueling the creative process. We still need to expand our classes and will continue to seek additional teachers.

Although I am stepping down as Executive Director, I will remain on the Board and continue to consult to ensure that ArtHaus continues to grow and flourish. There is too much magic in this organization to ever just walk away! And I want to continue to enjoy the magic!



Director's Report

New Beginnings & Continuing the Legacy

Cameron Vintson • Executive Director Trainee

I began my journey with ArtHaus in June of 2018. Working directly for a non-profit was a very new direction for me, and I must admit that it was love at first sight. I have an enthusiastic appreciation of the arts stemming from my youth. After moving to a new school system in my teenage years, I found myself enrolled in a small high school that didn't offer art classes of any kind. I know that if that small town in Alabama had boasted an ArtHaus, I would have signed up for every class they offered! The scope of classes, opportunities, and creative exposure that ArtHaus offers Volusia County students is simply amazing.

My first months as executive director trainee were not without obstacles. I was trained to reprogram my work objectives from the mindset of achieving the highest gross profit margin for goods and services, to instead, learning to look at each program, operation, and task in terms of community exposure, youth inspiration, and mission development. Instead of striving to obtain the almighty dollar, ArtHaus strives to achieve the next pillar of art appreciation, artistic youth inspiration, and community participation. This is not to say that ArtHaus is not without the base need of funding, however. Quite the contrary! Instead, I have learned to frame the raising of resources around the needs of each of our programs. This business model requires funds for the betterment of our local community, and not for that of personal gain. This, my friends, is what sets ArtHaus apart.

Although Volusia County has fantastic art scholastic programs, I have come to see how valuable ArtHaus is in supplementing those programs. The ArtHaus mission is truly noble and unique. We create opportunities for young artists to exhibit their work in a public environment. We hold classes for both children and adults. We host events that build the confidence of young artists. We spread the pride of creativity throughout our community. Through the dedication and perseverance of our staff and volunteers, ArtHaus succeeds in making a true difference in the young artistic lives of our community. I give full credit to Laurie Gomon Ring in keeping this organization running successfully for the past 11 years. I will strive to do her legacy proud as the next Executive Director of ArtHaus. I am truly honored to be a part of such an organization. I only hope that, in the future, my deeds can do justice to the profound mission that ArtHaus has embarked upon.



"The passing of the torch....er...um....pencil..."

-Laurie Gomon Ring



ArtHaus Student Art Gallery and Outreach Art Exhibits is an important program that completes the creative process for an artist of any age. These exhibits validate the intensive personal work that goes into the art making experience, as well as engaging the public, family, friends, & community. ArtHaus was created for the important purpose to showcasing student artwork. The program has expanded from the ArtHaus Gallery to exhibits at Port Orange City Hall, area businesses, and at local community events.

ArtHaus to PlayHouse is a partnership with the Daytona Playhouse. During each of the 6 yearly productions held at the theater, ArtHaus features a display of student artworks from area schools to be enjoyed by the many patrons of the PlayHouse.

ArtHaus Art Classes are held at our facility in Port Orange, providing students (pre-school- adults) an opportunity to grow in their creative pursuits. The classes for children feature lessons focusing on drawing, painting, and 3D building while including lessons in art history, vocabulary, and aesthetics. Adult classes that we currently offer are oil, acrylic, and watercolor painting. Our class offerings vary throughout the year and are posted on our website.

ArtsPACE is a partnership with Pace Center for Teen Girls, Inc. This series of classes instruct in art techniques, fundamentals, art history, and aesthetics with art therapy principles incorporated into the curriculum. These lessons offer the students a chance to build self-confidence, find alternative ways of self-expression, and awaken creative awareness. This program, which provides these valuable learning experiences, has been in place since 2006.

ArtLink programs provide professional art instruction at area **Boys & Girls Clubs**. The free art education offers the young club members a chance to learn art techniques and concepts, which teaches them positive methods for self-expression and the building of confidence, character, and higher level thinking skills. The ArtLink program originated in 2003.

Summer Art Camp offers children a chance to have lots of fun while learning about the structure of art, art history, and aesthetics. During these times, they explore multiple art mediums, other cultures, and the many fascinating aspects of the world in which we live. Each week-long camp session includes instruction in drawing, painting and 3D building techniques.

ArtHaus Artsy Party program offers parents a venue for their children's birthday celebration that provides a qualified art teacher to guide the young ones through an art project, as well as a place for cake eating and opening of presents.

Retired Art Educators is a group of retired Volusia County art teachers who meet periodically at ArtHaus. Through ArtHaus, they offer mentorship to current Volusia County School Teachers and are responsible for providing much of the volunteer hours that ArtHaus so desperately needs throughout the year.

ArtHaus Swap -n- Shop is a program spear-headed by the Retired Art Educators group that provides supplementation of art and office supplies for current art teachers. Many art educators today find themselves with ever-shrinking budgets for needed art supplies. This program was initiated to aid in that need, and the first Swap -n- Shop was held on November 10, 2018. Over 20 teachers attended and happily departed ArtHaus with boxes of supplies in tow.

Comparative Statement of Activities : Years ended December 21, 2018 & 2017

	2018	2017
Revenue and Support		
Fundraising Events & Activities	\$ 40,815	\$ 36,388
Programs & Exhibitions	27,173	21,577
Contributions, Gifts, & Grants	6,531	17,311
In-Kind Rent- City of Port Orange	38,083	16,080
County of Volusia Cultural Grant	9,228	9,281
Total Revenue & Support	\$ 121,830	\$ 100,637
Expenses		
Employee Salaries	\$ 65,201	\$ 54,769
In-Kind Rent—City of Port Orange	38,083	16,080
Fundraising Activities & Events	8,410	9,975
Occupancy & Utilities	6,915	7,700
Printing, Publication, & Postage	5,921	5,855
Other	4,784	5,202
IT Equipment, Software, & Services	2,476	1,800
Total Expenses	\$ 131,790	\$ 101,381
Change in Net Assets,	\$ (9,960)	\$ (743)
Net Assets, Beginning of Year	\$ 15,961	\$ 16,704
Net Assets, End of Year	\$ 6,001	\$ 15,961

ArtHaus Art Teachers

Marla Basli– “Adventures in Art”, Homeschool, Summer Camp, ArtLink

Monique Fischer– “Art of Drawing, Summer Camp, ArtLink

Christopher Cardot– “Painting with the Colors of the Rainbow”

Lauren Berkowitz– ArtsPace, ArtLink, Summer Camp

Ed Klein– Acrylic and Water Color (adults)

Kay Ward– Oils (adults)

Catie Tappan, Margaret Williams, & Heather Cunningham– Summer Camp

Visit www.arthaus.org to learn more about ArtHaus, current classes, exhibits, and programs.

Don't forget to like our page on Facebook!

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Kelly Ferguson

ArtHaus would like to thank the following individuals and businesses for the staunch support in 2018 that allowed our organization to humbly serve our community.

Benefactors: \$5,000 to \$10,000

City of Port Orange ★ Volusia County Cultural Grant

Builders: \$500 to \$4,999

Maggie Thompson ★ Halifax Health ★ Volusia County Council
Daytona Beach Racing & Card Club ★ Raymond James ★ Bob & Marilyn Ford
Daytona International Speedway ★ Doran Sims Wolfe & Ciocchetti ★ Florida Hospital
Florida Power & Light ★ G&S Good Environmental ★ Jim & Sharion France ★ Halls for Hire
Ron & Bettie Nowviskie ★ Root Company ★ Gwen Tarantino ★ Rotary Club Daytona Beach West
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John DiCesare ★ Massey Services ★ Natural Concepts Revisited ★ Taylor Farms ★ Walmart

Patrons: \$100 to \$499

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Joie Alexander ★ Robert Favis ★ Bay Breeze Designs ★ Couchman Printing ★ Rose & Ed
Micara Texas Roadhouse ★ The Daytona Playhouse ★ Gary & Kate Clark ★ Lori Staudt ★
RegineaSchutt ★ Bryce Hammond ★ Dancing Avocado Kitchen ★ David Santiago ★ Fred Costello
Glenn & Connie Ritchey ★ Gordon Noseworthy ★ Joni Hunt ★ Liz Francati ★ Michael Nunn
Nancy & Robert Maddox ★ Anne Faircloth ★ Carl & Mary Jo Browning
Drs. Stephen & Gina Sevigny ★ Elly Evans ★ Heart Pro Realty ★ Kathleen McCammon
Keith & Theresa Kaczmarek ★ McNamara Construction ★ Nancy Lohman
Sean & Angie Browning ★ Wanda Chan ★ Wanda Kowitz

In-Kind Donations

Aku Tiki
All Aboard Storage
Amish Home Furnishings
Backpack Software
Coca Cola
Crom Rental
Cypress Head Golf Club
Daytona International Speedway
Debbie' Health Food
El Caribe Resort
Extreme Striping

Jerry's Italian Grill & Tiki
Krispy Kreme Doughnuts
Legacy Law Associates
Lotsa Panache
Marjorie's Rugs
Mr. Dunderbak's
My Adornments
Pink Flamingo
Port Orange Community Trust
Publix
S.R. Perrot

Sassy Stylez
Sign-O-Saurus
Sky Zone Trampoline
Nova Road Subway
Sun Vikings Lodge
Texas Roadhouse
The Daily Grind
The Rock of Daytona
Tomoka Brewing Company
Undercover Tourist
Walmart



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Beth Dobberstein
Bill & Terra Good
Bob & Marilyn Ford
Bob & Merelyn Goldsmith
Bonnie Deigh
Brian & Kasey Layman
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Teresa Kaczmarek
Thomas Russ Meachem
Travis & Mindy Browning
Wanda Chan
Wanda Kowitz

Ways To Get Involved with ArtHaus

ArtHaus is a 501(c)3 non-profit organization.

All monetary and In-Kind Donations may be tax deductible.

Though ArtHaus is a small non-profit, our footprint in Volusia County is mighty! We serve artists of all ages. We are only able to serve through the gracious donations of our community. Below are some ways you can aid ArtHaus in it's mission to serve the youth in your community!

- Enroll your child (ages 4+) or yourself in our art classes.
- Become a volunteer. Have fun and make a difference!
- Purchase art class gift certificates or sponsor an art scholarship for our underprivileged youth.
- Donate through Facebook or by shopping with the AmazonSmile program.
- Become an individual or corporate sponsor for our Street Painting Festival or Fun & Funky Dinner.
- Donate for our Annual Giving Program
- Become an ArtHaus Member.

Visit our website to learn more at www.arthaus.org or call us at 386.767.0076.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (H18) Planning Commission Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to appoint one (1) applicant to the Planning Commission to fill the unexpired term of Joseph Fazzie ending on September 1, 2020.

SUMMARY: An appointment to the Planning Commission is needed to fill the unexpired term of Joseph Fazzie. The term expires on September 1, 2020. There were eight (8) applications received by the City Clerk's Office for the following individuals:

Christina Berry
Elliott Hagood
Jonathan Foley
Deborah Quackenbush
Michael Arminio
Richard Barker
Joseph Ellingham

All individuals have been invited to attend the meeting. Jonathan Foley and Deborah Quackenbush are unable to attend and Joseph Ellingham has not updated his contact information and we have been unable to get in touch with him.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Foley, Jonathan	Foley, Jonathan.pdf
2.	Berry, Christina	Berry, Christina.pdf
3.	Ellingham, Joseph B.	Ellingham, Joseph B..pdf
4.	Arminio, Michael	Arminio, Michael.pdf
5.	Barker, Richard	Barker, Richard.pdf
6.	Quackenbush, Deborah	Quackenbush, Deborah.pdf
7.	Hagood, Elliot	Hagood, Elliot.pdf

Jake Johansson

Final Approval - 5/9/2019

Advisory Boards and Commissions Volunteer Application - Submission #2057

Date Submitted: 2/14/2019

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for

- | | |
|--|---|
| ☐ Charter Review Board | ☒ Environmental Advisory Board |
| ☐ Civil Service Board | ☐ Interim City Council Member - Dist. 1 |
| ☐ Code Enforcement Board* | ☒ Parks and Recreation Board |
| ☐ Districting Commission* | ☒ Planning Commission* |
| ☐ Eastport Community Redevelopment Agency | ☐ Town Center Community Redevelopment Agency |

Pension Boards*

- ☐ Fire
- ☐ General Employees
- ☐ Police

Order of Preference

Planning Commission, Environmental Advisory Board, Parks and Recreation Board

All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

First Name

Jonathan

Last Name

Foley

Date of Birth

3/24/1992

Telephone

3868828440

Email Address

johnnyreedfoley@gmail.com

Business Telephone

Are you a registered voter in Port Orange?

☒ Yes

☐ No

Address

629 Herbert St.

City Council District

District 1

How long have you been a resident of Port Orange?

21 years

Are you currently serving on a City Board?

☐ Yes

☒ No

If yes, when and which board?

Please list three references (business and / or personal)

Reference 1

Name: Reese Peacock

Address: 1399 Surrey Park Dr. Port Orange, FL 32128

Phone: (386)-682-7177

Name, Address and Telephone Number

Reference 2

Name: Rachel Taylor

Address: 421 Canal St. New Smyrna Beach, FL 32168

Phone: (386)-624-2078

Name, Address and Telephone Number

Reference 3

Name: Edwin Brett

Address: 450 Merrimac Dr.

Phone: (386)-882-2633

Name, Address and Telephone Number

High School

Oak Hill Christian Academy

Date Graduated High School

5/5/2010

College

Daytona State

Date Graduated College

mm/dd/yyyy

Degree

Business Admin

Work Experience

I've proudly worked for my church as a music director and now serve as a trustee on the board. I also have worked as a subcontractor for several local businesses providing assistance with social media, web design & other technical support. Finally, I have owned my own business, Reed Foley LLC for about five years now which has been the location for all of my music related business.

Interests / Activities

I like going to the gym, socializing with other, attending sporting events and concerts.

Community Involvement

I'm heavily involved with my church. We have a few volunteer programs that have been helping the community in various aspects for about 10 years. Also, as a city council candidate I've spent the last month canvassing door to door and doing meet and greets which have given me somewhat of an understanding about our citizens and their concerns.

Why do you desire to serve on these boards?

I want to become more involved in the community and the local government. I have a desire to help people and work with others to create solutions to new challenges that our growing city presents to us.

Resume / Additional Information

A resume or additional information may be included

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Jonathan Foley

Date

3/24/1992

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

From: noreply@civicplus.com
Sent: Wednesday, February 07, 2018 8:37 AM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Environmental Advisory Board, Parks and Recreation Board, Planning Commission*
Pension Boards*	Field not completed.
Order of Preference	Field not completed.

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Christina
Last Name	BERRY
Date of Birth	8/11/1986
Telephone	2075773926
Email Address	Clberraw86@gmail.com
Business Telephone	Field not completed.

Are you a registered voter in Port Orange?	Yes
Address	1008 tompkins dr
City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	1 year
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Susie crossley 2075772090
Reference 2	Ian Ashland 2073448415
Reference 3	Josh moody 2072400866

Education

High School	Lewiston high school
Date Graduated High School	6/4/2004
College	University of southern Maine
Date Graduated College	6/1/2010
Degree	Leadership and organizarional studies

Additional Information

Work Experience	Teletech 3 months.
Interests / Activities	Animals
Community Involvement	Volunteer with Sevhs
Why do you desire to serve on these boards?	Yes
Resume / Additional Information	<i>Field not completed.</i>

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Christina L Berry

Date *Field not completed.*

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Monday, February 19, 2018 12:29 PM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Audit & Budget Advisory Board, Planning Commission*

Pension Boards* *Field not completed.*

Order of Preference 1. Planning 2. Audit & Budget

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	B. Joseph
Last Name	Ellingham
Date of Birth	10/19/1953
Telephone	3863104465
Email Address	jellingham@hudsonsfurniture.com
Business Telephone	3863104465

Are you a registered voter in Port Orange?	Yes
Address	6222 Santa Monica Drive
City Council District	Port Orange
How long have you been a resident of Port Orange?	7 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Rich Lukac, 5 Tarpon Ave, Ormond Beach, FL 32176 386-295-3862
Reference 2	Bill Wallshein, 733 Charlestown Circle, Palm Beach Gardens, FL 33410 561-236-7076
Reference 3	Matt Lombardi, 4 Yardley Place, Mendham, NJ 07945 973-214-7307
Education	
High School	Toms River High School North
Date Graduated High School	6/1/1971
College	Elizabethtown College
Date Graduated College	5/15/1975
Degree	BS and MBA from University of Florida
Additional Information	
Work Experience	Brown Publishing - Ran 1200 employee media company spread over 10 states. Thomson/Reuters - Regional CFO Hudson's Furniture - COO & CFO Currently retired.
Interests / Activities	Avid bicyclist. Poor golfer. Interest in most sports. Read a lot. Gardener
Community Involvement	United Way of Palm Beach County board and exec committee member Ohio Newspaper Association board member

Why do you desire to serve on these boards?	I consider myself an accomplished business leader and would like to give back to the community in which I reside now that I have time.
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Resume / Additional Information	<i>Field not completed.</i>
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I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Joe Ellingham
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Date	2/19/2018
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Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

added to 1/15/08
92

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

RECEIVED
OCT 09 2007

VOLUNTEER APPLICATIONS

CITY OF PORT ORANGE

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

- | | |
|---|--|
| ☐ Environmental Advisory Board | ☐ Library Advisory Board |
| ☐ Construction Regulation Board* | ☐ Parks and Recreation Board |
| ☐ Code Enforcement Board* | ☒ Planning Commission* |
| ☐ Charter Review Board | |
| ☐ Civil Service Board | <u>Pension Boards*</u> |
| ☐ Districting Commission* | ☐ General Employees |
| ☐ Golf Course Advisory Board | ☐ Police |
| ☐ Community Redevelopment Agency | ☐ Fire |

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"
BOARD AND COMMISSION MEMBERS MUST BE A REGISTERED VOTER

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE
FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name MICHAEL ARMINIO Date of Birth 8-19-59

Address 1423 BREAKS WAY

Home Telephone 386-304-7033

Business Telephone 386-767-7425

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 1

How long have you been a resident of Port Orange? 17 YEARS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? _____

2. REFERENCES – Please list three references (business and/or personal)

ROBIN LASKY - 760-2636 PORT ORANGE
Name, address, and telephone number

DAVE WAILER MORI CT PORT ORANGE 322-2450
Name, address, and telephone number

DEBBY CONNORS PORT ORANGE 212-8388
Name, address

3. EDUCATION

High School NEW SYMNA SAN HIGH Date Graduated 1977

College DBCC Date Graduated DIDN'T Degree _____

4. WORK EXPERIENCE

OWNER OF BAY BREEZE BLINDS
17 YEARS, PRIOR TO THAT OWNER OF
INTERIOR INSTALLATIONS 8 YEARS

5. INTERESTS/ACTIVITIES

GOLF, BUSINESS NETWORKING
BOXING, WEIGHT TRAINING, SURFING
COMMUNITY EVENTS

6. COMMUNITY INVOLVEMENT

PAST V.P. ECONOMIC DEVELOPMENT
TREASURER PS Chamber of Commerce, CURRENT PRESIDENT
PORT ORANGE/S. DAYTONA Chamber of Commerce

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

TO CONTINUE THE SMART GROWTH PORT ORANGE
HAS DEVELOPED, AND POSSIBLE City Council position.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve in appointed.

[Signature]
Signature

10-4-07
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.
Return this form to: Shirley Kelly, Deputy City Clerk,
1000 City Center Circle, Port Orange, Florida 32129

Field, Shelby

From: noreply@civicplus.com
Sent: Wednesday, May 8, 2019 2:22 PM
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Planning Commission*
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Pension Boards*	Field not completed.
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Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Richard
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Last Name	Barker
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Date of Birth	11/18/1959
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Telephone	3865620470
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Email Address	RBCBUILDS@gmail.com
---------------	---------------------

Business Telephone	3865662664
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Are you a registered voter in Port Orange?	Yes
Address	437 Merrimac Dr.
City Council District	Port Orange
How long have you been a resident of Port Orange?	34 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Tim Burman, 386-214-4579
Reference 2	George Nour, 386-566-0422
Reference 3	Allen Green, 386-295-0682

Education

High School	Smithtown High School East
Date Graduated High School	6/1/1978
College	NA
Date Graduated College	<i>Field not completed.</i>
Degree	Apprenticed in the field of construction for 8 years (81-89). In 1989 I sat to become a Certified Building Contractor. I have been in the field locally since 1981.

Additional Information

Work Experience	1989- Present Owner/ Certified Building Contractor Richard Barker Construction, Port Orange, FL January 2004-January 2014 –Commissioner of the Planning and Zoning Board, Port Orange, FL.
Interests / Activities	Thrive Community Church, Volunteering at Thrive Church, Golf, Fishing, Spending time with my family (children and grand children)

Community Involvement	I have been involved in the community in a variety of ways since 1984. I served as a planning commissioner from 2004-2014. I have coached many sports teams for the recreational department from baseball, football, basketball and soccer. My company has sponsored local charities - Miracle League Baseball Field (in NSB) being one of my proud charities to be a part of. As well as Riverfest on the Halifax (PO) and Volunteering at Thrive Community Church (PO) to name a few.
Why do you desire to serve on these boards?	To help better my community and the city I've lived in since 1984. My experience and expertise in the industry lends me to make qualified and informed decisions that I believe can help better the community and it's swift development.
Resume / Additional Information	Richard Barker Port Orange, FL 32127 386-562-0470 I am an attentive Certified Building Contractor with a solid track record for ensuring client satisfaction while adhering to industry quality standards and sticking within established budgets. Displaying profound knowledge of construction regulations, local zoning ordinances and techniques for meeting an assortment of construction and building challenges. Dedicated to adhering to safety guidelines while completing projects. Objective To strive for innovative and timeless architectural designs, placing quality construction and ethical standards as a priority. I take pride in being highly competitive in commercial construction and luxury home building. Education 1989 State of Florida – Certified Building Contractor 1978 Smithtown High School East – Long Island, New York Skills • Well versed in local building regulations and zoning laws • Familiarity with cost estimation and budgetary preparations • Excellent ability to manage time and prioritize tasks • Sound understanding of materials and equipment procurement procedures • Strong commitment to customer service • Vast knowledge of construction documentation • Proven leadership abilities • Excellent communication skills Experience 1989- Present – Owner/Operator, Richard Barker Construction, LLC, Port Orange, FL. As a general contractor working in both commercial and residential I am contracted to build new buildings from ground up with associated site work as well as buildouts, remodels and renovations. Routinely work with engineers and architects to address any design issues. Place construction project bids and negotiate client contracts. Coordinate efforts with sub-contractors, electricians, plumbers and demolition. January 2004-January 2014 –Commissioner of the Planning and Zoning Board, Port Orange, FL. Reviewed and approved all buildings and infrastructure of the city of Port Orange.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Richard Barker

Date 5/8/2019

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Field, Shelby

From: noreply@civicplus.com
Sent: Wednesday, January 16, 2019 3:46 PM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Deborah
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Last Name	Quackenbush
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Date of Birth	9/1/1950
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Telephone	386-566-9449
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Email Address	daquack@aol.com
---------------	-----------------

Business Telephone	Field not completed.
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Are you a registered voter in Port Orange?	Yes
Address	6140 Jasmine Vine Drive
City Council District	District 3
How long have you been a resident of Port Orange?	18 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Toni Henry 4258 Mayfair Lane Port Orange 386-562-5037
Reference 2	Don Ariel 688 Breckenridge Drive Port Orange 386-267-2936 (work) 386-295-7474 (cell)
Reference 3	Vinny Dappio 2100 S. Ridgewood Ave, STE #4 South Daytona, FL 32119 386-316-7516

Education

High School	Seton Catholic High School
Date Graduated High School	6/16/2019
College	Washington University – 1994 • Public Policy & Administration Broome Community College – 1970-72 • Business Administration Sullivan Community College • Business Administration Toastmasters International – 1987 CTM • Certified Toastmaster • Association for Driver Rehabilitation Specialists • 30 CEU - CDRS – 2008 • 30 CEU – CDRS 2011 Military Child Education Coalition • 12 CEU – Living in the New Normal - 2008
Date Graduated College	<i>Field not completed.</i>
Degree	Business

Additional Information

Work Experience	Deborah Quackenbush has spent her entire professional career dedicated to providing leadership in the area of
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simulation and virtual reality concepts for driver training/education, rehabilitation and assessment. Today she is the President and Managing Director of Virtual Excellence, LLC a consulting organization that provides guidance to global companies and organizations whose mission mirrors her mission of excellence in the integration and use of simulation or virtual reality solutions to promote road safety and safety outcomes for individuals, hospitals/rehabilitation centers, companies, schools and government entities. Deborah is a personally sought-after expert in the field of integrating driving simulation for the assessment and training of all types of drivers; from trucks, buses, specialty vehicles, police and passenger vehicles. As the principal at Virtual Excellence, Ms. Quackenbush has developed strategic roadmaps for product development, curricula development, assessment tools and market penetration approaches for her list of confidential clients. Key Qualifications include:

- Close to 30 years of experience in the simulation, technology and training industry and is committed to its implementation in all areas of driver education, training, remediation and assessment.
- Dynamic leadership in the public and private sector combining astute business development and strategic planning skills to bring success to corporate teams, non-profit leadership teams and build successful internal programs.
- Unique expertise in the simulation industry developing successful implementation plans for training, education and evaluations.
- Develops and maintains key relationships crucial to client's achieving corporate, training or assessment vision, growth and diversification.
- Considered exceedingly ethical and confidential.
- High energy and decisive leadership skills, creating confidence and consensus among multi/cross functional teams. Ability to leverage knowledge, relationships and skills into actionable plans.
- Actively participated for over 20 years at the Annual meetings of the National Academy of Sciences Transportation Research Board.
- Serves on the Truck and Bus Safety Committee of the Transportation Research Board (year 2 of 3 year term)
- Served on both the Operator Education and Regulation Committee (9 years as Secretary) and the Simulation and Measurement Committee.
- A member of ADED since the beginning of the organization while still with ADTSEA
- Subject matter expert and contributor on several public/private research projects relating to transportation, training and simulation.
- Served on a number of national committees charged with writing standards for performance in driver education, training and assessment.
- Former distinguished legislator from Upstate New York being elected and serving in public office for eight years. In addition, Deborah is a partner in the firm Intellivance, LLC. Together with

her two partners they have developed unique educational software for teaching math, language and science. Revolutionizing the way individuals are taught today.

Interests / Activities	Travel, golf (I use Cypress Head as often as work allows)
Community Involvement	Community is very important to me. Whether is is the work community, living community or church community it is important to give back. I am on the Board of Directors of The Arc of Volusia, a member of Our Lady of Hope Catholic church where I serve as a Eucharistic Minister, Lector and a Funeral Minister
Why do you desire to serve on these boards?	I have a long history of involvement in traffic safety and feel my expertise on the Planning Commission would be of value when developing growth plans and managing the current growth in Port Orange
Resume / Additional Information	<i>Field not completed.</i>

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Deborah Quackenbush
------------------------	---------------------

Date	1/16/2019
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Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Elliott
------------	---------

Last Name	Hagood
-----------	--------

Date of Birth	12/12/1977
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Telephone	386-690-6546
-----------	--------------

Email Address	NSBeBroker@me.com
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Business Telephone	386-690-6546
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Are you a registered voter in Port Orange?	Yes
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Address	317 Sagewood Dr
---------	-----------------

City Council District	Port Orange
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How long have you been a resident of Port Orange? 3 YEARS

Are you currently serving on a City Board? No

If yes, when and which board? *Field not completed.*

References

Please list three references (business and / or personal)

Reference 1 Rich Allen Jr (Residential Real Estate Appraiser) 3923 Oak Crest Circle Port orange 32129 386-690-5710

Reference 2 Cora Baker (CEO New Smyrna Beach Board of Realtors) 210 Due East New Smyrna Beach Florida 32169 386-428-2104

Reference 3 Edward H. Beazley (Attorney, Retired City Attorney, New Smyrna Beach) 427 Sweet Bay Ave New Smyrna Beach Florida 32168 386-690-6709

Education

High School New Smyrna Beach High

Date Graduated High School 6/5/1996

College University of Central Florida, College of Business

Date Graduated College 5/4/2004

Degree B.S.B.A.

Additional Information

Work Experience 15 years, Licensed Real Estate Professional, 9 years as Licensed Broker; New Smyrna Beach Board of Realtors, 5 years serving member of the Board of Directors, 2016 President

Interests / Activities Surfing, Baseball and Real Estate

Community Involvement Feeding the Homeless, 10 years active servie to the Special Events Committee of the New Smyrna Beach Board of

Realtors, 5+ active in distribution of Thanksgiving Day Baskets to the needy and many more!~

Why do you desire to serve on these boards?

Generational change is imperative!~

Resume / Additional Information

ELLIOTT HAGOOD 317 SAGEWOOD DR. • PORT ORANGE, FL 32127 PHONE (386) 690-6546 • E-MAIL NSBEREALTOR@AOL.COM SUMMARY OF QUALIFICATIONS • Real Estate (Licensed); Broker • Manager with education & experience in planning, operations and management, staff supervision, budgeting, start-ups and managing highly diverse projects. • An ability & reputation for: o Excellence in professional consultative services and customer relations. o Coordination of work of internal and external management and project teams as well as supervision and development of new systems and processes. o Strong interpersonal skills. o Working in fast-paced, relatively unstructured environments. o Internet and related technologies Various computer skills (MS Word, Excel, Access, PowerPoint Adobe) o Quickly understand and adapt to new technologies. o Knowledge of many aspects of project, facility management and operations. • Potential for: strategic planning, operations, facility management and project management, with special interests to develop strategies and managing operations to increase efficiency. An all-around Results oriented professional with a reputation as a conscientious manager who provides excellence in service and customer relations. EDUCATION 2004 University of Central Florida, Orlando, FL Management Degree B.S.B.A. Entrepreneurship Focus Track PROFESSIONAL AFFILIATION New Smyrna Beach Board of REALTORS ® 2018 Director Emeritus 2017 Past President 2016 President 2012-2014 Director WORK EXPERIENCE 2004-Present Licensed Real Estate Sales: REALTOR® Formerly Associate Experience at Waverly Property Group, ERA Select Intl. & OceanBreeze Properties Currently Owner-Broker Home & Family Real Estate & Property Management LLC New Smyrna Beach, FL Duties: • Showcased property to potential clientele; provided comparable market analysis to customers; utilized online MLS real estate services; preparation of sales contracts; collaboration with various industry professionals; familiarization with appraising real property; interpreting inspection reports, comparative market analysis, legal documents, zoning maps, construction plans, population

and land sales projection reports, and title abstracts; marketing; participation in open market activities, attended numerous closings, and otherwise aided in the transfer of real property. Extensive marketing and social network development. 2006 – 2/2007 Flagship Mortgage Banc, Inc. Daytona Beach, FL Loan Officer (Licensed Mortgage Broker) Duties: • Responsible for soliciting residential mortgages from various sources including realtors, builders, financial professionals, past customers and other nontraditional sources; produces high quality loans which meet applicable program guidelines while providing excellent customer service. Extensive marketing and social network development. Flagship Mortgage Banc, Inc is a subsidiary of Olde Cypress Community Bank. REFERENCES Personal References Donna Snow (Regions Branch Manager) 386 690-6709 Rich Allen Jr. (Certified Residential Property Appraiser) 386-690-5081 CONTACT INFORMATION: Elliott Hagood 621 S. Pine Street, New Smyrna Beach, FL 386 690-6546 nsberealtor@aol.com

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Elliott Nelson Hagood
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Date	9/18/2018
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Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (I19) Appeal of Planning Commission denial of variance at 5807 Clover Lane.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to uphold the Planning Commission's decision to deny the variance request.

SUMMARY: At the March Planning Commission meeting, the Planning Commission denied the applicant's request to allow a 6-foot, 7-inch-tall fence constructed in a secondary front yard on a corner lot to remain in lieu of the required 20-foot setback.

The Planning Commission did vote to approve an amendment to the requested variance to allow a 6-foot-tall fence to be installed 30-inches off the existing pool deck; however, the applicants did not accept the amendment.

According to LDC Chapter 19, Section 1(f), the Council's decision to reverse or uphold the Planning Commission's decision shall be based on the facts of the case presented during the March Planning Commission meeting, the review criteria established for variance requests, and the Commission's decision on the requested variance. No new evidence may be presented, heard, or discussed. Any new information must be presented as part of a new variance request.

Please see the attached appeal request letter from the applicant, minutes from the March Planning Commission Meeting, March Planning Commission staff report, and the information provided by the applicant as part of the variance application.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Planning Commission Staff Report Case No 19-90000002	Planning Commission Staff Report_Case No 19-90000002.pdf
2.	Applicants Appeal Letter	Applicants Appeal Letter.pdf
3.	Applicant's Variance Application Materials	Applicant's Variance Application Materials.pdf
4.	REGULAR PLANNING COMMISSION MEETING MINUTES 3-28-19	REGULAR PLANNING COMMISSION MEETING MINUTES 3-28-19.pdf

Penelope Cruz	Created/Initiated - 4/12/2019
Tim Burman	Approved - 5/2/2019
Shannon Balmer	Approved - 5/9/2019
Jake Johansson	Approved - 5/9/2019
Robin Fenwick	Final Approval - 5/9/2019



STAFF REPORT

Variance from LDC Chapter 16, Section 3(b)(2)(f)

Case No. 19-90000002

REQUEST:	Variance from Chapter 16, Section 3(b)(2)(f) of the Land Development Code (LDC), to allow a 6-foot, 7-inches-tall fence constructed in a secondary front yard to remain in lieu of the required 20-foot setback.
LOCATION:	5807 Clover Lane (Figure 1 – Location Map)
OWNERS/APPLICANTS:	Mark and Suzanne Belyus
STAFF RECOMMENDATION:	Denial
STAFF CONTACT:	Max Garcia, Planner (386)506-5672
PLANNING COMMISSION DATE:	March 28, 2019

BACKGROUND

The applicants are requesting a variance to allow a 6-foot, 7-inches-tall fence constructed in November 2016 on the subject property, to remain in its current location. The fence was constructed without a building permit. In December 2016, Code Enforcement cited the property owners for constructing a fence without a building permit and the property owners were told a building permit was required for the fence. On May 2, 2017 the property owners submitted the necessary building permit application. During the review of the permit, Planning staff identified that the fence constructed in the secondary front yard (Wales Avenue) is required to be setback 20-feet so it is in line with the front plane of the home at 5807 Clover Lane. After discussion with Planning staff in May 2017, the property owners revised their permit to construct a 4-foot tall fence, setback 5-feet from the Wales Avenue right-of-way and the permit was issued on May 10, 2017.

Over the past year and a half, Code Enforcement has re-inspected the subject property and found that the fence had not been corrected to comply with the approved building permit. To avoid going before the Code Enforcement Magistrate, the property owners would extend the original permit when a Notice of Hearing was issued. After the last Code Enforcement site inspection in January 2019, the property owners applied for a variance to keep the fence in its current location.

According to the Land Development Code (LDC), the subject property is a corner lot because it is adjacent to two public rights-of-way (Wales Avenue and Clover Lane) and therefore has two front yards. The intent of the city-wide setback requirement for a residential 6-foot fence in the front yard is to ensure fences that abut streets in residential subdivisions, with narrow rights-of-way, are setback enough to provide adjacent properties adequate visual sight lines from their home. In this case, Clover Lane is the primary front yard and Wales Avenue is the secondary front yard. (Figure 1.) Both streets are local roads and according to the LDC, a 6-foot tall fence built in a secondary front yard is to be setback in line with the front plane of the home (20-feet from the secondary front lot line) or equal to the zoning district front yard setback (30-feet), whichever is less (Figure 2).

Figure 1. Location Map of 5807 Clover Lane



There is currently an existing single-family home, swimming pool, and wooden deck on the subject property. According to the Volusia County Property Appraiser's Website, these structures were built in 1982. The applicants state that the fence was built at the same time as the home and pool. The City's building permit records do not go back to the mid-80s and there is no record of a permit for the original fence.

According to the applicants' letter (Exhibit A), there is a hardship placed on corner lot owners and corner lots should have as much a right to privacy as homes on interior lots. The LDC requires that corner lots be 15 percent wider than the minimum width required by the code to accommodate the setback requirements for the secondary front yards. According to the applicants' property survey (Exhibit B), the lot is 9,600 square feet and measures 96-feet in width (Clover Lane) by 100-feet in depth (Wales Avenue). The subject property is zoned R-8SF and exceeds the minimum lot width requirement of the R-8SF zoning district by 20 percent. The corner lots in the Cambridge Villas subdivision are larger (96 x 100 feet) than the interior lots (75 x 100) to accommodate the secondary front yard setback requirement (Exhibit C).

The applicants' letter also states that there are 6-foot fences along Spruce Creek Road and Taylor Road. However, the 6-foot tall fences are located on the rear lot lines of the properties referenced. These properties are through lots and the LDC allows for a 6-foot fence along the rear lot lines of through lots. The LDC also allows for a 6-foot fence in the secondary front yard setback, 5-feet from the property line, if the adjacent right-of-way is classified as either an arterial or collector road. According to the City of Port Orange Comprehensive Plan, Taylor Road classified as arterial, Spruce Creek Road is classified as an arterial road north of Taylor Road and a collector road south of Taylor Road; and Wales Avenue and Clover Lane are local streets. The 6-foot tall fence provisions for corner lots adjacent to arterial and collector roadways were established to provide for additional buffering adjacent to these roadways that have a significantly higher traffic

counts than local streets. The applicants' fence is located on the secondary front lot line abutting a local street in an 80-lot single-family home subdivision.

The applicants are requesting the variance to allow the rebuilt fence to remain in its current location because it was rebuilt in the same location as the previous fence on the subject property. The applicants state that the previous fence had been on the property for at least 30 years and was damaged during Hurricane Matthew. This prompted the applicants to rebuild the fence in the same location as the previous location.

Figure 2. Diagram from LDC, Chapter 16, Section 3(b)(2)(f) showing allowable location of 6-foot fences along certain road classifications of corner lots.

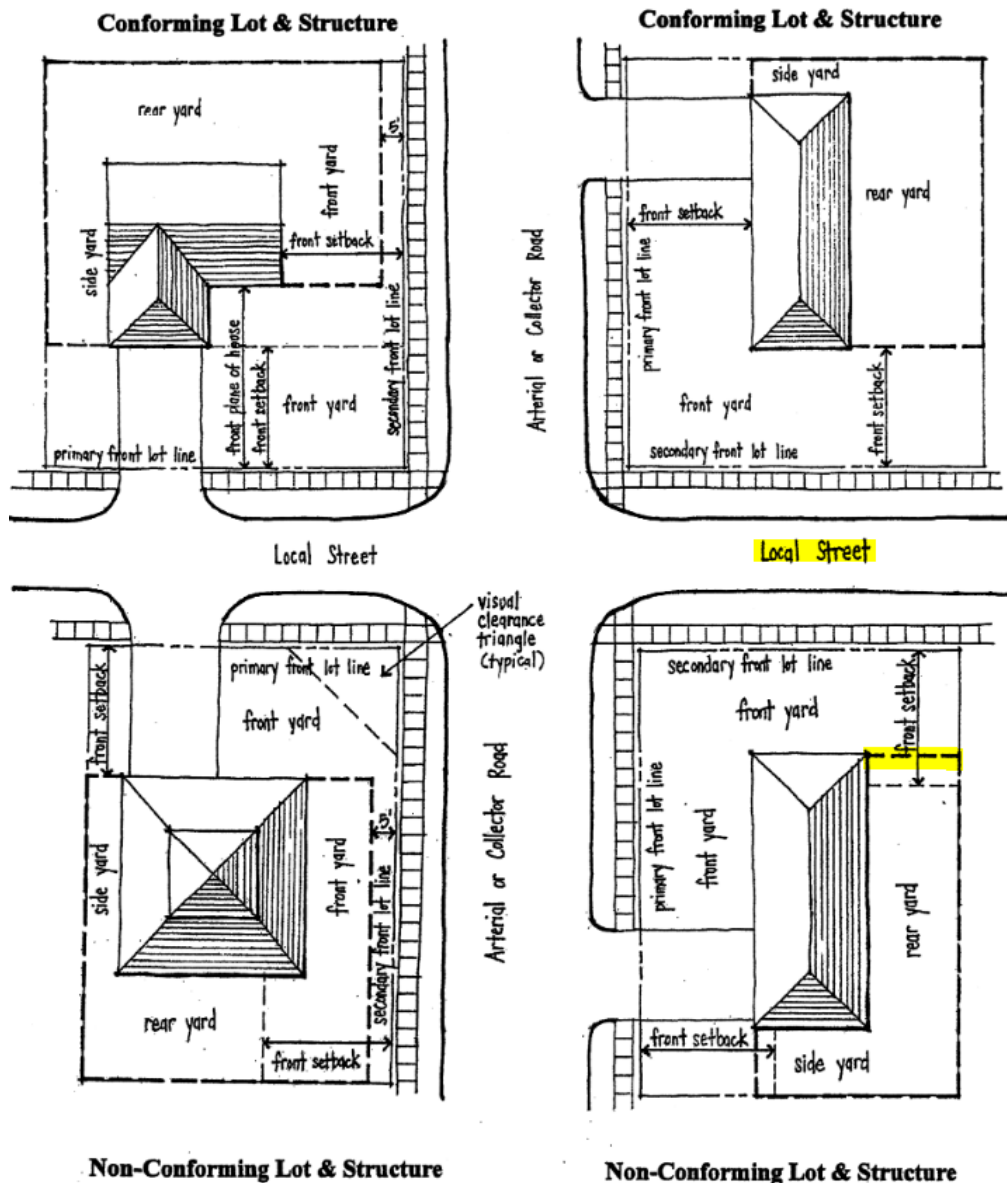


Figure 16: A

--- = allowed 6' high fence location

REVIEW OF VARIANCE CRITERIA

Chapter 19, Section 1, LDC, lists the review criteria that shall be used to determine whether a variance request should be granted.

- a) *Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structure or buildings in the same zoning district.*

The subject property is already developed with a single-family home, swimming pool, and wooden deck. This criterion typically refers to conditions or circumstances such as steep slope, presence of historic trees, odd lot shape, etc. that might make installing a 6-foot fence in line with the front plane of the home impractical. A fence could be constructed on the subject property in accordance with the LDC; however, these options would require the fence built in 2016 to be removed and rebuilt. (Figure 3.)

Option 1: A 6-foot tall fence built in line with the front plane of the house.

Option 2: A 4-foot tall fence built, 5-feet from the Wales Avenue right-of-way line.

Figure 3. Current fence location (left) and the allowed fence location options (right).



According to the applicants' survey (See Exhibit A), the pool deck extends 3-feet past the front plane of the house and the fence cannot be setback in line with the front plane of the house. The intent of the setback for a 6-foot tall fence from the right-of-way line is to ensure fences that abut streets in residential subdivisions, with a narrow right-of-way width, are setback enough to provide adjacent properties adequate visual sight lines from their home. However, the variance requested is to allow the existing fence to remain, not to reduce the setback, so the fence could be placed along the pool deck.

- b) *The special conditions and circumstances are not result of actions of the applicants.*

There are no special circumstances associated with the subject property. According to the applicants, the existing structures were built by a past owner and not the current owners of the subject property. As for the fence, the applicants state that the fence was rebuilt in the same location as it was for at least 30 years.

- c) *Literal interpretation and enforcement of the land development code regulation would deprive the applicants of rights commonly enjoyed by other properties in the same zoning district under terms of the development code, and would work unnecessary and undue hardship on the applicants.*

When a fence is rebuilt on a residential property it must comply with current requirements of the LDC. The intent of the setback and front-yard requirements for a fence is to minimize the impact on adjoining properties, ensure adequate sight lines, and provide room on the subject property for maintenance and necessary repairs to the fence. Although not their preference, the property owner could install a 4-foot tall fence, setback 5-feet from the Wales Avenue right-of-way or install a 6-foot fence in line with the front plane of the home to meet LDC requirements. There are options to rebuild a fence on the subject property that meet the height and setback requirements in the LDC, meet the requirements for pool barriers, and provide privacy. According to Florida Building Code, a pool barrier fence must be at least 4-feet tall.

According to the property owners, the variance is necessary to install the 6-foot fence in the secondary front yard and on the Wales Avenue right-of-way. The property owners are concerned that moving the fence and reducing the height will not provide sufficient screening or security of the property and pool. If the applicants rebuild a fence that is 4-foot tall, landscaping could be installed to provide additional screening of the pool area, as the LDC does not regulate shrubs or trees within the front yard, except within the visual clearance triangle at the interception of two streets.

- d) *The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.*

The fence could be rebuilt to comply with the setback requirements of the LDC; however, this would require the property owner to remove and rebuild the fence. The variance requested is only necessary to accommodate a fence that was constructed without getting a building permit. As previously stated, there are alternative options to rebuilding a fence on the property, but one option would require the removal of a portion of the pool deck or rendering a portion of the pool deck outside the fence, and the other option would be to install a 4-foot fence 5-feet from the Wales Avenue right-of-way line. The 4-foot tall fence setback 5-feet from the Wales Avenue right-of-way is the fence configuration the property owners agreed to prior to issuance of the building permit. Both options would provide the required security around the pool on the subject property.

- e) *Granting of the variance requested will not confer on the applicants any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.*

Any fence located within the front yard and secondary front yard of a corner lot abutting a local street cannot exceed 4-feet unless it is located consistent with the front yard setback from the right-of-way line. Granting the variance would confer special privilege for the applicants. According to the LDC, all new or rebuilt fences within the City are required to meet the height and setback requirements when being placed in a secondary front yard. The subject property is a corner lot and according to the LDC, only a 4-foot tall fence can be installed within the front yards of the subject lot (See Figure 2).

- f) *The granting of the variances will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The regulations in the LDC are intended to protect the health, safety and general welfare of the citizens of the City, and to enhance the appearance, function and livability of the City, to the end of improving the overall quality of life within the community. The intent of the city-wide setback requirement for a residential 6-foot fence in a front yard is to ensure fences that abut streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adjacent properties adequate visual sight lines from their home.

The existing fence was installed without a permit. The height and location of the fence is inconsistent with other fences in the neighborhood installed consistent with the LDC. There are corner lots along Wales Avenue which conform to the fence height requirements of the LDC (Figure 4).

Figure 4. Fences on corner lots along Wales Avenue.

5808 Clover Lane



5807 Villas Lane



5808 Villas Lane



- g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

This variance request is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

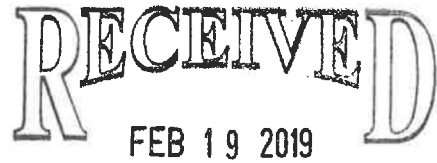
RECOMMENDATION

Based upon the findings of this staff report, Staff recommends *denial* of the requested variance.

ATTACHMENTS

- Exhibit A - Applicants' Variance Request Letter
- Exhibit B - Applicants' Survey
- Exhibit C - Cambridge Villas Subdivision Plat

EXHIBIT A



In the spring of 2016, my wife and I bought the property located at 5807t C Development, Port Orange Fl. The property was in very poor condition and the lot was over grown with vegetation. The house had been a drug house. The former resident had over doses in the home. The home was bank owned at the time we purchased it. The property is on a corner lot, has an in ground pool with a six foot privacy fence. The fence had been there approximately 30 years. It was in very poor condition . Hurricane Matthew blew down the fence soon after I purchased the home. At that time I rebuilt a new fence in the same footprint of the old fence. Now the city of Port Orange says that I can not have a six foot fence at the end of my house, they consider two front yards as it is a corner lot. The city says we can only have a four foot fence. This gives my wife, my guests and myself zero privacy, also it gives very limited security for our pool home. We live in Ohio full time and only in Florida on occasion. We have several younger children in our neighborhood. They would be able to hop over a four foot fence and use our pool as they please. A six foot fence would give much more security. We our family has much right to privacy and security as our neighbors not on corner lots, as they can have six foot fences. The city puts hardship on corner lot owners, especially those with pools. They do not allow them their right to privacy or security. The extreme cost to file a variance is approximately \$1500-\$2000. I am told by city planners we can use vegetation for privacy, but this adds more hardship. Vegetation increases pool maintenance due to leaves in the pool, also cost for landscaping and cost to control it is not logical. You can have vegetation, but not a six foot fence? We also have been told we could have a screen room built for privacy and security.

Screen rooms start at about \$10,000. We can not afford to do that. Our pool and pool deck extend past the end of our house, therefore a screen room would require a variance also.

I brought up the fact that we see six foot fences on Spruce Creek and Taylor RD. The city planner told me they allow them to have six foot fences due to high traffic, this seems discriminatory. They basically are saying if you live on a corner lot with high traffic you have a right to privacy and security, but not if you live on a corner lot with low or moderate traffic.

We bought this house with the intent to move to Florida full time and retire. For years the old dilapidated fence with brush hanging from it was not a problem, but a new fence is a problem? Had we known one day we would not be able to have our privacy and security, we would not have bought the property.

We are private people, we just want privacy and security for our family. We have young nieces and nephews that will be down from time to time. So please consider granting us the variance as if it were your family and property in question.

Thank You,

Mark and Suzanne Belyus

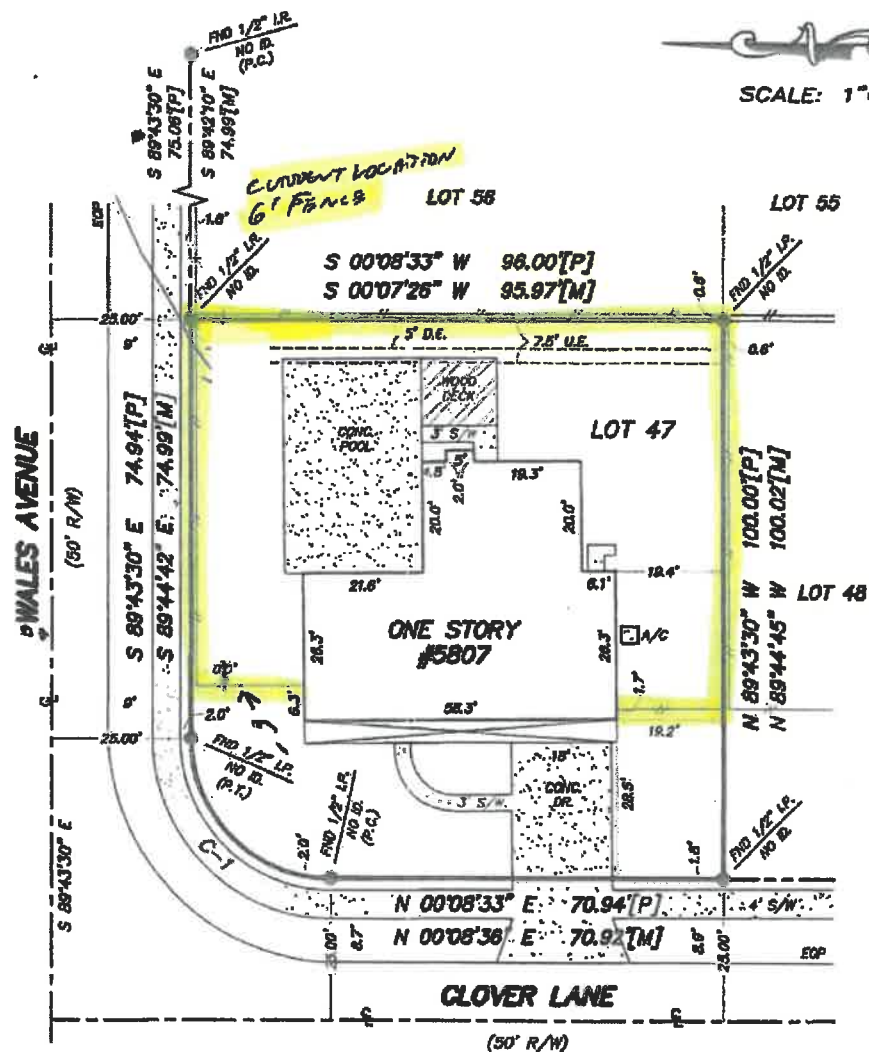
Boundary Survey

**LONG
SURVEYING,
INC.**

www.longsurveying.com

MARK BELYUS

03/01/17



CURVE TABLE [M]			
CURVE	RADIUS	LENGTH	DELTA
C-1	25.00'	39.81'	90°24'31"

A/C	- AFF
A/E	- AFR
B/C	- BLO
B/K	- BLO
G/B	- COO
G/S	- COO
C/H	- COO
C/M	- COO
D	- DEZ
D/E	- DR
E/O	- EDA
F/C	- FOI
F/E	- FOM
F/D	- FOX
G	- GEE
I/R	- IRO
L/C	- IRO
L	- AR
L/B	- LAV
L/S	- LAV
L/E	- LAV
M	- ME
M/E	- ME
N/S	- NAM
	- PLP
P/E	- PEI
P/C	- POI
P/G	- POI
P/L	- POI
P/G/R	- POI
P/G	- POI
P/R	- POI
P/R/C	- POI
P/R/M	- POI
P/A/E	- PRO
P/T	- PRO
R	- RA
R/W	- RIG
S/C	- SIG
S/E	- SIG
S/F	- SIG

**BEARINGS
THE CENT**

NOTES:

- 1) This survey is for the Client
- 2) This Survey's assessments may affect
- 3) Do not rec
- 4) No footing
- 5) No Improvements shown
- 6) Not valid w/ electronic s

Revised S

Cartification:
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set forth by
Mappers in
purple

LEON

EXHIBIT C

013852

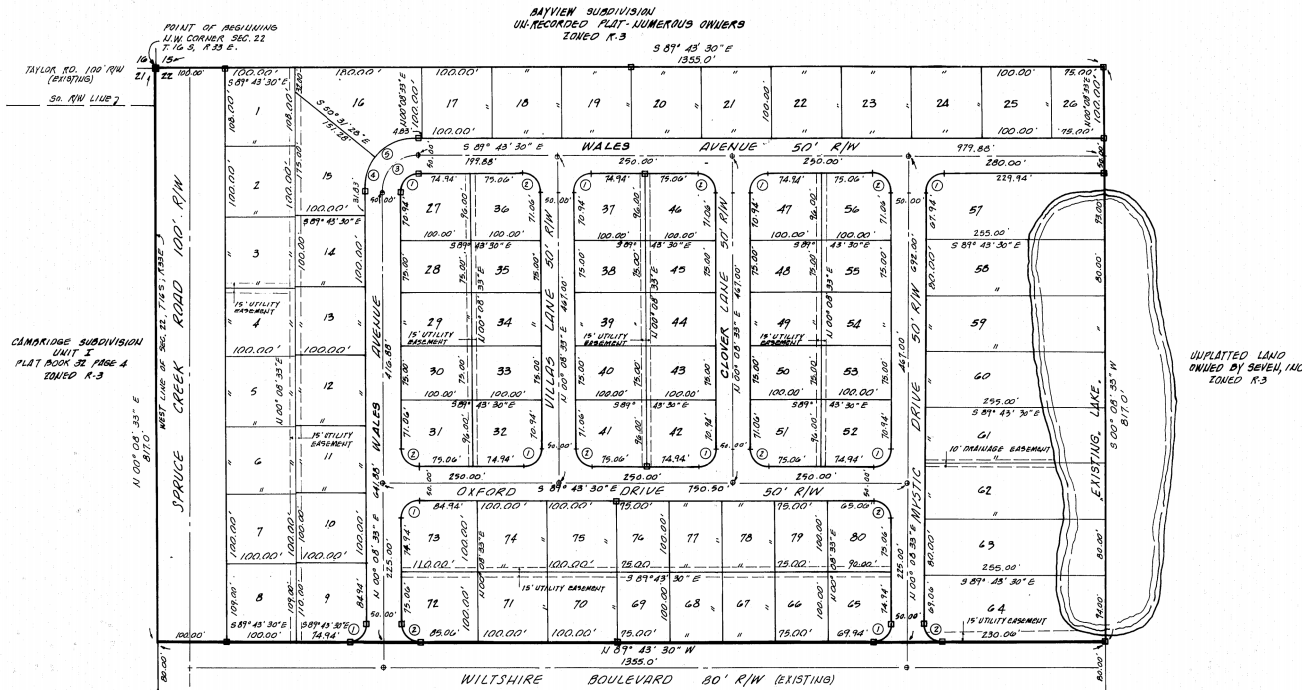
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PLAT BOOK 33
PAGE 175

CAMBRIDGE VILLAS SUBDIVISION

CITY OF PORT ORANGE - VOLUSIA COUNTY, FLORIDA

A PART OF THE NW 1/4 OF SEC. 22, T. 14 S., R. 33 E.



CAMBRIDGE SUBDIVISION
UNIT 1
PLAT BOOK 33 PAGE 4
ZONED R-3

UNPLATTED LAND
OWNED BY AMERICAN HOUSING SYSTEM, INC.
ZONED R-3

CURVE		DATA		
CURVE NO.	A	RADIUS	ARC	TANGENT
1	80° 01' 51"	75.00'	39.33'	25.06'
2	89° 58' 03"	75.00'	39.21'	24.94'
3	80° 01' 51"	75.00'	39.33'	25.06'
4	39° 19' 59"	75.00'	61.49'	26.80'
5	30° 47' 58"	75.00'	66.50'	35.61'

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SECTION 22 TOWNSHIP 14 S.;
RANGE 33 EAST; THENCE S 89° 43' 30" E ALONG THE NORTH LINE OF
SAID SECTION 22 A DISTANCE OF 1355.0 FEET; THENCE S 00° 00' 00" E
A DISTANCE OF 817.0 FEET; THENCE N 00° 00' 00" E ALONG THE NORTH
RIGHT-OF-WAY LINE OF WILTSIRE BLVD. (AN EXISTING 80 FOOT RIGHT-OF-WAY)
A DISTANCE OF 1355.0 FEET; THENCE N 00° 00' 33" E ALONG THE WEST
LINE OF SAID SECTION 22 A DISTANCE OF 817.0 FEET TO THE POINT
OF BEGINNING. ALL CONTAINING 25.41 ACRES.

NOTES:

EXISTING SOLIUS: R-3
TOTAL ACRES: 25.41
PUBLIC LAND USAGE: 10.4 ACRES
PRIVATE LAND USAGE: 6.31
LINEAL FEET OF STREETS WITH L.F.
TOTAL NUMBER OF LOTS: 62
TYPICAL LOT SIZE: 75 x 100 FEET
MIN. BUILDING LINE SETBACKS
ARE AS FOLLOWS:
FRONT YARD: 20 FEET
REAR YARD: 20 FEET
SIDE YARD: 5 FEET - 75 x 100' LOTS
" 10 FEET - 100 x 100' LOTS
SIDE YARD (CORNER LOT) 20 FEET
FROM EDGE OF RIGHT-OF-WAY.

5' DRAINAGE AND UTILITY EASEMENT
ARE HEREBY PROVIDED ALONG THE
REAR LOT LINES OF ALL
LOTS SHOWN. (NO OVERALL WITH IN
ADJACENT LOT.)
■ DENOTES CONCRETE MONUMENT - PERM
□ DENOTES CONCRETE MONUMENTS, P.A.C. SET.
⊕ DENOTES P.C.R.

PLAT BOOK 33
AND PAGE 175

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named
below, being the owner in fee simple of the lands described in the
foregoing caption to this plat, hereby dedicates said lands and plat
for the uses and purposes therein expressed and dedicates the Streets,
alleys, thoroughfares, parks, canals and drainage easements shown
hereon to the perpetual use of the public, and
IN WITNESS WHEREOF, has caused these presents to be signed
and attested to by the officers named below and its corporate seal to
be affixed hereto on FEBRUARY 12, 1975

By: GEORGE C. SCOTT President
Attest: Stephen A. Harshel Secy.

Signed and sealed in the presence of:

Anthony J. Grant
W.B. Ripson
Charles E. Olson

CORPORATE
SEAL

STATE OF FLORIDA COUNTY OF VOLUSIA

THIS IS TO CERTIFY, That on FEBRUARY 12, 1975
before me, an officer duly authorized to take acknowledgments in this
State and County aforesaid, personally appeared GEORGE C.
SCOTT and CYNTHIA B. HASKELL
respectively, President and SECRETARY
of the above named corporation incorporated under the laws of the
State of FLORIDA, to me known to be the individuals
and officers described in and who executed the foregoing Dedication
and generally acknowledged the execution thereof to be their free act
and deed as such officers, thenceforth duly authorized; that the official
seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereto set
my hand and seal on the above date.

Anthony J. Grant
NOTARY PUBLIC

My Commission Expires July 4, 1976

SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being
a licensed and registered land surveyor, does hereby certify that on
JANUARY 29, 1975, he completed the survey
of the lands as shown in the foregoing plat, that said plat is a correct
representation of the lands therein described and platted; that permanent
reference monuments have been placed as shown thereon as
required by Chapter 177, Florida Statutes; and that said land is located
in Volusia County, Florida. Dated JANUARY 29, 1975
John A. Boardman
PLA REGISTERED LAND SURVEYOR NO. 1418

CERTIFICATE OF APPROVAL BY ZONING BOARD

THIS IS TO CERTIFY, That on JANUARY 16, 1975, THE ZONING
BOARD OF THE CITY OF PORT ORANGE approved the foregoing
plat.
Walter A. Boardman Zoning Chairman.

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY, That on MARCH 13, 1975
this plat was approved. By Steven E. Thayer
CITY ENGINEER
THIS IS TO CERTIFY, That on MARCH 13, 1975
this plat was approved. By W.D. Oliver
PUBLIC WORKS DIRECTOR

CERTIFICATE OF APPROVAL BY CITY COMMISSION OF THE CITY OF PORT ORANGE

THIS IS TO CERTIFY, That on FEBRUARY 11, 1975, the
foregoing plat was approved by the CITY COMMISSION OF THE
CITY OF PORT ORANGE.

John A. Boardman
MAYOR OF THE CITY OF PORT ORANGE
Attest: W.D. Oliver
CITY MANAGER

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and
find that it complies in form with all the requirements of Chapter
177, Florida Statutes, and was filed for record on
at File No.

Clerk of the Circuit Court
in and for Volusia County, Fla.

4/2/19

CASE # 19-90000002

THIS LETTER SERVES AS MY NOTICE
TO APPEAL THE VARIANCE DECISION OF
THE CITY PLANNING COMMISSION. HEARING
DATE WAS MARCH 28 2019.

Mark Belvus

MARK BELVUS
5807 CLOVER LN.
PORT ORANGE FL 32127

304-488-3880

RECEIVED
APR 02 2019

CITY OF PORT ORANGE
Community Development



CITY OF PORT ORANGE

PUBLIC HEARING APPLICATION

Case No. 19-90000002
Date Application Received 2-19-19

Department of Community Development
1000 City Center Circle
Port Orange, Florida 32129

Telephone: (386) 506-5674
Fax: (386) 506-5699
Website: www.port-orange.org

Instructions: A pre-application conference must be held with Department Staff prior to filing an application for any of the items listed below. Please type all information (excluding signature lines). Application must be filled out accurately and completely in order to be accepted for processing. Do not leave any items blank.

NOTE TO APPLICANT: If you would like assistance in completing this form, please call or stop by the Department of Community Development, (386) 506-5674. Our offices are located on the second floor of City Hall, 1000 City Center Circle. Office hours are Monday through Friday 8:00 a.m. to 4:00 p.m.

Please Select Appropriate Application Type: (select one of the following)

(Public Notice sign for Rezoning, Future Land Use, and PUD/PCD applications will be installed by staff within 10 days of receiving the application.)

Name of Proposed Development: 6 FOOT PRIVACY FENCE.

Property Address/Location: 5807 CLOVEN LN PORT ORANGE FLORIDA

Short Parcel ID Number(s): _____ Current Zoning Classification: (select one of the following) R8SF

LOT 47, CAMBRIDGE Proposed Zoning Classification: (select one of the following) N/A

VILLAS SUBDIVISION Existing Use: RESIDENTIAL

Future Land Use Designation: (select one of the following) N/A

Future Land Use Designation: (select one of the following) N/A

Property Size: 96X89

Description of Proposed Development: 6 FOOT PRIVACY FENCE ON LEFT
SIDE OF PROPERTY FACING WALES AVE. FENCE IS, WILL BE
WOOD TREATED PICKET, TREATED 4X4 POST SET IN CEMENT.

Property Owner: MARK BELYUS

Authorized Agent's Name: N/A

Address: 946 HOCKING RD.

City, State, Zip: LITTLE HOCKING OHIO 45742

Email: MARKBELYUS@GMAIL.COM Phone: 304-488-3880

Engineer's Name:

Company:

Address:

City, State, Zip:

Email:

Phone:

LEGAL ADVERTISING FEES: Processing and review fees do not cover the cost of any required legal advertising. Advertising fees will be billed separately through the City Clerk's office. If you have any questions regarding advertising fees, please contact the Deputy City Clerk at (386) 506-5566.

Applicant's Name:

Address:

City, State, Zip:

Email:

Phone:

Applicant is:

☒ Owner

☐ Developer

☐ Contract Purchaser

☐ Agent

Applicant's Signature:

Date:

Please Type Above Signatory's Name:

STATE OF FLORIDA WV
COUNTY OF VOLUSIA WOOD

The foregoing instrument was acknowledged before me this

Feb. 8, 2019

(Date)

by

Mark Belyus

(Name of Person Acknowledging)

, who is personally known to me or who has

produced

DL

(Type of Identification)

as identification and who

did (did not) take an oath.

Heather Adams

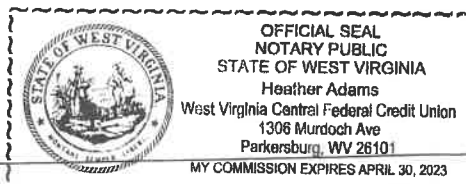
(Signature)

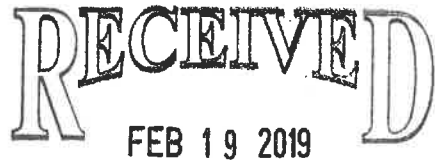
Notary Public, Commission No.

April 30, 23

Heather Adams

(Name of Notary typed, printed or stamped)





In the spring of 2016, my wife and I bought the property located at 5807 C. Development, Port Orange Fl. The property was in very poor condition and the lot was over grown with vegetation. The house had been a drug house. The former resident had over doses in the home. The home was bank owned at the time we purchased it. The property is on a corner lot, has an in ground pool with a six foot privacy fence. The fence had been there approximately 30 years. It was in very poor condition . Hurricane Matthew blew down the fence soon after I purchased the home. At that time I rebuilt a new fence in the same footprint of the old fence. Now the city of Port Orange says that I can not have a six foot fence at the end of my house, they consider two front yards as it is a corner lot. The city says we can only have a four foot fence. This gives my wife, my guests and myself zero privacy, also it gives very limited security for our pool home. We live in Ohio full time and only in Florida on occasion. We have several younger children in our neighborhood. They would be able to hop over a four foot fence and use our pool as they please. A six foot fence would give much more security. We our family has much right to privacy and security as our neighbors not on corner lots, as they can have six foot fences. The city puts hardship on corner lot owners, especially those with pools. They do not allow them their right to privacy or security. The extreme cost to file a variance is approximately \$1500-\$2000. I am told by city planners we can use vegetation for privacy, but this adds more hardship. Vegetation increases pool maintenance due to leaves in the pool, also cost for landscaping and cost to control it is not logical. You can have vegetation, but not a six foot fence? We also have been told we could have a screen room built for privacy and security.

Screen rooms start at about \$10,000. We can not afford to do that. Our pool and pool deck extend past the end of our house, therefore a screen room would require a variance also.

I brought up the fact that we see six foot fences on Spruce Creek and Taylor RD. The city planner told me they allow them to have six foot fences due to high traffic, this seems discriminatory. They basically are saying if you live on a corner lot with high traffic you have a right to privacy and security, but not if you live on a corner lot with low or moderate traffic.

We bought this house with the intent to move to Florida full time and retire. For years the old dilapidated fence with brush hanging from it was not a problem, but a new fence is a problem? Had we known one day we would not be able to have our privacy and security, we would not have bought the property.

We are private people, we just want privacy and security for our family. We have young nieces and nephews that will be down from time to time. So please consider granting us the variance as if it were your family and property in question.

Thank You,

Mark and Suzanne Belyus

Prepared By:
David W. Leskar, Esq
Buyer's Title, Inc.
100 NW 70th Avenue
Plantation, FL 33317
incidental to the issuance of a title insurance policy.
File Number: 16-4722
Parcel ID #: 22-16-33-01-00-0470
5807 Clover Ln, Port Orange, Florida 32127

16-4722

Please Return To: **SPECIAL WARRANTY DEED**
Buyer's Title **(CORPORATE)**
100 N.W. 70th Ave. Ste.100
Plantation, FL 33317

This SPECIAL WARRANTY DEED, dated this 16th day of June, 2016 by Wilmington Savings Fund Society, FSB, Doing Business as Christiana Trust, not in its individual Capacity but Solely as Trustee for BCAT 2014-6TT by Rushmore Loan Management Services LLC as Attorney-in-Fact whose post office address is: 15480 Laguna Canyon Road, Suite 100, Irvine, CA 92618 hereinafter called the GRANTOR, to Mark A. Belyus and Suzanne A. Belyus, husband and wife whose post office address is: 946 Hocking Road, Little Hocking, OH 45742 hereinafter called the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Volusia County, Florida, viz:

**Lot 47, CAMBRIDGE VILLAS SUBDIVISION, According To Plat Thereof as Recorded in Map Book 33, Page 175,
Public Records Of Volusia County, Florida.**

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2016 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Wilmington Savings Fund Society, FSB, doing business as
Christiana Trust, not in its individual capacity but solely
as Trustee for BCAT 2014-6TT

Signature: *Jamie Ryan*

Print Name: Jamie Ryan

Susan Christy
By: Susan Christy as Assistant Vice President of Rushmore
Loan Management Services LLC as Attorney-in-Fact under
Power of Attorney recorded under Instrument Number
2015000086272 of the Public Records of Lee County, Florida
and signing authority recorded under Instrument Number
113432719 of the Public Records of Broward County, Florida

Signature: *Brian Creem*

Print Name: Brian Creem

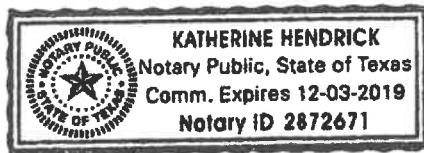
State of Texas
County of Dallas

THE FOREGOING INSTRUMENT was sworn and acknowledged before me this 16th day of June, 2016 by: Susan Christy as Assistant Vice President of Rushmore Loan Management Services LLC as Attorney-in-Fact for Wilmington Savings Fund Society, FSB, Doing Business as Christiana Trust, not in its individual Capacity but Solely as Trustee for BCAT 2014-6TT on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

Notary Seal

Signature: *Katherine Hendrick*

Print Name: Katherine Hendrick



SWD - : 5807 Clover Ln, Port Orange, Florida 32127

LEGAL DESCRIPTION: LOT 47, CAMBRIDGE VILLAS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 33, PAGE 175, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



5807 CLOVER LANE
PORT ORANGE, FL.

LONG
SURVEYING,
INC.

Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY:

KZR

CHECKED BY:

BRETT

CERTIFIED TO:

MARK BELYUS

COMMUNITY NO:

120313

PANEL:

0526

SUFFIX:

H

F.I.R.M. DATE:

02/19/14

FLOOD ZONE:

X/AE(6)

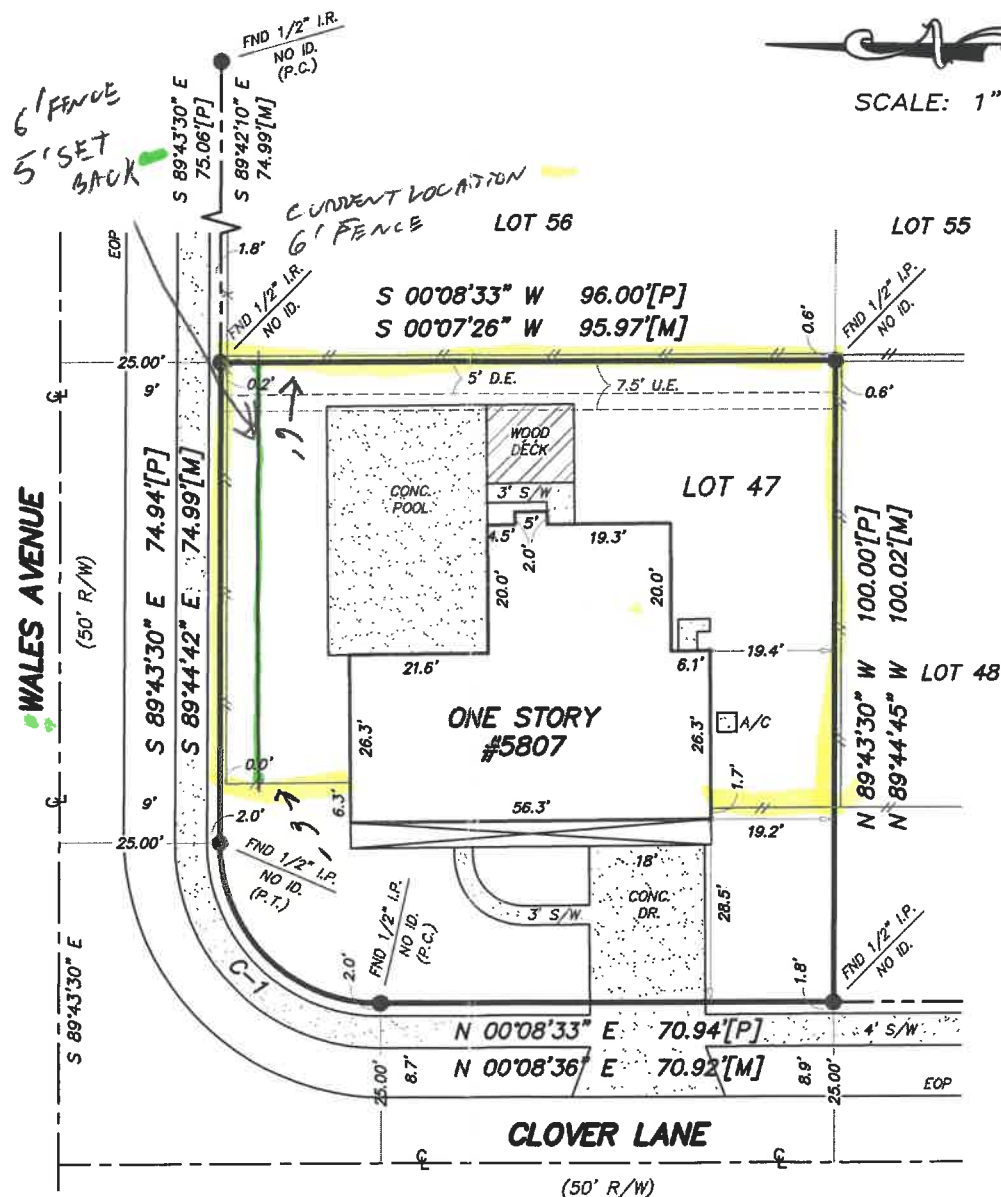
SURVEY NO.

79251

FIELD DATE:

03/01/17

Boundary Survey



CURVE TABLE [P]			
CURVE	RADIUS	LENGTH	DELTA
C-1	25.00'	39.33'	90°07'57"

CURVE TABLE [M]			
CURVE	RADIUS	LENGTH	DELTA
C-1	25.00'	39.31'	90°07'43.33"

A/C - AIR
A.E - ALL
B.C - BLC
BLK - BLC
C.B - COI
C.B.S - COI
C.M - COI
CONC - COI
D - DEE
D.E - DR
E.O.P - EDI
F.C.C - FOL
F.F.E - FIN
FND - FOL
ID - IDE
I.P - IRO
I.R - IRO
I.R.C - IRO
L - ARI
L.B - LAP
L.S - LAP
L.E - LAP
M - ME
M.E - MA
N&D - NA
P - PL
P.E - PEI
P.C - POI
P.C.C - POI
P.C.P - PEI
P.L - PRI
P.O.B - POI
P.O.C - POI
P.O.L - POI
P.R.C - POI
P.R.M - PEI
P.D.A.E - PRI
P.T - POI
R - RAI
R/W - RIG
S/W - SID
U.E - UT
W.F.S - WO

BEARINGS
THE CEN

NOTES:
1) This survey
the Client
2) This Survey
easements,
may affect
3) Do not recc
4) No footing
5) No improver
shown
6) Not valid w
electronic s
licensed Sur

Certification:
direction and
set forth by
Mappers in
pursu

LEON





































REGULAR PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MARCH 28, 2019

THE REGULAR PLANNING COMMISSION MEETING of the City of Port Orange was called to order by Chairman Jordan at 5:30pm.

Pledge of Allegiance

Silent Invocation

Roll Call

Present: John Junco
Maria Mills-Benat
Darrel “Bo” Bofamy
Lance Green
Newton White
Thomas Jordan, Chairman

Absent: Joe Fazzie (excused)

Also Present: Shannon Balmer, Assistant City Attorney
Shelby Field, Assistant City Clerk

DISCUSSION/ACTION

4. Consideration of Minutes

Motion to approve the meeting minutes from February 28, 2019 as presented was made by Vice Chairman Mills-Benat and Seconded by Commissioner White. Motion carried unanimously by roll call vote.

5. Case No. 19-90000002 VARIANCE/5807 CLOVER LANE

Variance from Chapter 16, Section 3(b)(2)(f) of the Land Development Code (LDC), to allow a 6-foot, 7-inch-tall fence constructed in a secondary front yard to remain in lieu of the required 20-foot setback.

Staff Contact: Penelope Cruz, (386) [506-5671](tel:506-5671) pcruz@port-orange.org

Penelope Cruz, Planning Manager, discussed the details of the variance and answered questions from the Commissioners.

Mark Belyus, Applicant, believes due to having a pool it is safer to keep the fence as is rather than replace it with a shorter 4-foot fence. Mr. Belyus responded to Commissioner comments regarding why it took so long to receive a permit for the reconstruction on the fence, stating that they live out of state and it took a while to get the survey back.

Commissioners inquired about the required fence location to be compliant with the Land Development Code. Mrs. Cruz explained the heights and locations allowed in the LDC.

Larry Baker, 5812 Clover Lane, spoke to the history of the home and fence, stating there were no complaints about the fence in the 30+ years he has lived next door until now.

Commissioner Junco sought clarification on the code relating to the size and placement of the fence and stated he does not believe a 4-foot fence around the pool is safe for children.

Motion to amend the application to allow a 6-foot fence to include the fence being moved to 30 inches off the pool deck on both the Wales and Clover Lane frontages was made by Commissioner White and seconded by Vice Chairman Mills-Benat. Motion carried 4-2 by roll call vote with Commissioner Green and Chairman Jordan voting no.

Mrs. Cruz advised the applicant can amend their application to match the amendment approved by the Commission or appeal the decision by submitting a request in writing to City within five business days and no new evidence can be submitted. Mrs. Cruz asked Mr. Belyus if he agreed with the amendment. He said no.

Commissioner Green asked the Assistant City Attorney if they should vote on the original application. Shannon Ballmer, Assistant City Attorney, believed it would be appropriate.

Motion to approve case 19-90000002 was made by Commissioner Junco and Seconded by Commissioner Green. Motion failed 6-0 by roll call vote.

C. OTHER BUSINESS

9. Commissioner Comments

Commissioner Green questioned Tim Burman, Community Development Director, about the commercial development at Williamson Blvd. and Airport Rd. Mr. Burman

responded the City just received site plans for it and has begun to review them. Commissioner Green also inquired about the dangling pink lights at that intersection. Mr. Burman replied that he can get with Public Works and see which ones they can work on.

Commissioner White asked Mr. Burman about the trees cut down on Nova Road and if that opens the option to connect the parking lots there. Mr. Burman responded that there is currently an FDOT drainage project going on and that is not in their permit. Commissioner White inquired about the property at Williamson and Madeline. Mr. Burman stated the site plan and building permit are moving forward and need to be approved by May 31, 2019.

Commissioner Junco asked to evaluate the attendance of the absent member and believes the position needs to be filled by someone that can attend the meetings. The Board agreed to add the topic to the next agenda.

Chairman Jordan asked about the 4-acre property on Ridgewood. Mr. Burman responded that there is a residential project proposed there and it will eventually come before the Planning Commission.

10. Staff Comments – there were none.

D. PUBLIC COMMENTS – there were none.

E. ADJOURNMENT – 6:51pm

Chairman Thomas Jordan



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (I20) Resolution No. 19-22 - 1389 Reed Canal Rd./Brownfield Area Designation Request

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: RECOMMENDED MOTION (5/22/19): Move to consider Resolution 19-22 at a duly advertised public hearing on June 18, 2019.

RECOMMENDED MOTION (6/18/19): Move to approve Resolution 19-22.

SUMMARY: During the March 2016 workshop, the City Council consensus was in favor of establishing additional brownfield areas as a means of providing another economic development tool to those that may choose to utilize it if the request was initiated by an applicant/owner rather than City-initiated.

Jeff Brock, an attorney with Smith Bigman Brock in Daytona Beach, representing POA Development, LLC, has requested the City designate property located at 1389 Reed Canal Road (Parcel ID# 6306-01-00-0050) as a Brownfield Area in accordance with Section 376.80, Florida Statutes.

The subject 9.9-acre property was annexed into the City in 2018 and was part of the rezoning that established the 29.7-acre New Port Apartments Planned Unit Development (PUD) (Ordinance 2018-31). The balance of the New Port Apartments PUD property was previously designated as a Brownfield Area per Resolution 08-19 (attached).

A Brownfield Area means, "A contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency-designated brownfield pilot projects." [Section 376.79(4) Florida Statutes]

POA Development, LLC, intends to redevelop the overall PUD property as a 310-unit apartment complex with associated site and off-site public improvements. The redevelopment of the property is complicated by actual and/or perceived environmental issues associated with the former use of the property as a construction and debris disposal facility until 1992. Accordingly, the property meets the definition of a Brownfield Site and a Brownfield Area set forth in Section 376.79, Florida Statutes. POA Development, LLC, is interested in redeveloping the property through the Florida

Brownfields Redevelopment Program to facilitate investigation, assessment and cleanup of the actual and/or perceived environmental issues.

Some the potential economic incentives offered by the State through the brownfield program include:

- Voluntary Cleanup Tax Credit (VCTC) – Tax relief on corporate income taxes for voluntarily cleaning up a Brownfields site.
- Sales Tax Refunds - paid for building materials used in the construction of certain mixed-use and qualified housing projects.
- Risk-Based Corrective Action (RBCA) - allows for expedient and cost-effective cleanup activities on Brownfields sites.
- Job Bonus Refund - provides up to \$2,500 per job for businesses that create a minimum of 10 new jobs at a Brownfield site.
- Loan Guarantee – provided by the State for certain development activities.
- Liability Protection - in conjunction with a Brownfields Site Rehabilitation Agreement (BSRA).

Pursuant to Section 376.80(2)(c), Florida Statutes, a local government must designate a property as a Brownfield Area if the applicant can meet the applicable criteria provided for in the statute. A description of said criteria and an analysis of how the Developer meets the same is provided in the attached Request Letter dated April 16, 2019.

Florida Statutes require the City to hold two (2) public hearings on the resolution designating the subject Brownfield Area. The first public hearing (5/22/19) is to announce the second hearing on the resolution. The second public hearing (6/18/19) is to consider the proposed resolution.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Reso. No. 19-22	Reso. No. 19-22 .pdf
2.	Reso. No. 19-22 Exhibit A	Reso. No. 19-22 Exhibit A.pdf
3.	Reso. No. 19-22 Exhibit B	Reso. No. 19-22 Exhibit B.png
4.	Brownfield Designation Request Letter_ 1389 Reed Canal Rd	Brownfield Designation Request Letter_ 1389 Reed Canal Rd.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 4/19/2019
Approved - 5/2/2019
Approved - 5/8/2019
Approved - 5/9/2019
Final Approval - 5/9/2019

RESOLUTION NO. 19-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DESIGNATING THE PROPERTY LOCATED 1389 REED CANAL ROAD, IN THE CITY OF PORT ORANGE, AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC DEVELOPMENT; DIRECTING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Ch. 97-277, Laws of Florida, codified as Sections 376.77 through 376.86, Florida Statutes, for the designation by resolution of certain areas as Brownfield areas, and for the corresponding provisions of environmental remediation, rehabilitation, and economic development for such areas; and

WHEREAS, POA Development, LLC is the owner of the property located at 1389 Reed Canal Road, as shown on Exhibits "A" and "B" hereof; and

WHEREAS, POA Development, LLC is requesting designation of the property legally described on Exhibit "A" hereof and depicted on Exhibit "B" hereof as a Brownfield area; and

WHEREAS, the City of Port Orange has considered: (1) whether the Brownfield area warrants economic development and has a reasonable potential for such activities; (2) whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage; (3) whether the area has potential to interest the private sector in participating in rehabilitation; and (4) whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the City of Port Orange has considered the requirements for Brownfield area designation as provided in Section 376.80(2)(c), Florida Statutes, and finds:

1. POA Development, LLC has agreed to rehabilitate and redevelop the property within the Brownfield area;

2. The rehabilitation and redevelopment of the proposed Brownfield area will result in economic productivity of the area, along with the creation of at least 6 new permanent jobs which are full-time equivalent jobs not associated with the implementation of the Brownfield site rehabilitation and redevelopment;

3. The redevelopment of the proposed Brownfield area is consistent with the City of Port Orange's comprehensive plan and is a permissible use under the City's land development regulations;

4. Notice of the Brownfield area designation and proposed applicable rehabilitation has been provided to neighboring property owners and nearby residents of the proposed area to be designated, and an opportunity has been afforded to those receiving notice for comments and suggestions about rehabilitation; and

5. POA Development, LLC has provided reasonable assurance that it has sufficient financial resources to implement and complete the applicable rehabilitation agreement and redevelopment plan on the property; and

WHEREAS, the City of Port Orange finds that City Hall is a location reasonably proximate to the area described herein and provides a fair and convenient venue for public input; and

WHEREAS, the notice, publication and public hearing requirements set forth in Section 376.80(1), Florida Statutes, have been satisfied; and

WHEREAS, the City of Port Orange shall notify the Florida Department of Environmental Protection in writing and provide a copy of this Resolution setting forth the designation of the property legally described on Exhibit "A" hereof and depicted on Exhibit "B" hereof, as a Brownfield area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, as follows:

Section 1. In accordance with the Florida Brownfields Redevelopment Act, Sections 376.77 through 376.86, Florida Statutes, the Property legally described on Exhibit "A" hereof and depicted on Exhibit "B" hereof is hereby designated as a "Brownfield area."

Section 2. POA Development, LLC shall be responsible for the Brownfield site remediation and rehabilitation on the property currently owned by it within the Brownfield area.

Section 3. The City Clerk is hereby directed to notify the Florida Department of Environmental Protection of the City of Port Orange's decision to designate a Brownfield area for remediation, rehabilitation and economic development for the purposes set forth in Sections 376.77 through 376.86, Florida Statutes, by providing the Department a copy of this Resolution.

Section 4. Designating said area as a Brownfield area shall in no way render the City of Port Orange responsible for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(17) and (18), Florida Statutes, or for any other costs that may arise or be incurred.

Section 5. In accordance with Chapter 2, Article III, Division 4, Sec. 2-117(c) of the Port Orange Code of Ordinances, the City of Port Orange's Environmental Advisory Board shall serve as the advisory board for Brownfield sites in this Brownfield area.

Section 6. If any provision of this resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or application of this resolution which can be given effect without the invalid provision or application, and to thios end the provision of this resolution are severable.

Section 7. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Feniwck, CMC, City Clerk

Adopted on the ____ day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "A"

LEGAL DESCRIPTION:

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6,
PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 9.91 ACRES MORE OR LESS

LEGAL DESCRIPTION

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1720 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 877-8291 FAX (386) 877-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003810



HORACE SMITH, JR., P.A.
JEFFREY E. BIGMAN
JEFFREY P. BROCK
SARAH L. MORRISON METZ
SHEILA M. ENNIS
RUDDLEDGE H.C. SMITH
BROOKE M. GAFFNEY
FRANK S. GANZ
ELIZABETH A. MYERS
ADAM J. CAMPBELL

Larry R. Stout (Retired)



Commitment to Excellence
SMITH BIGMAN BROCK

444 SEABREEZE BOULEVARD
SUITE 900
DAYTONA BEACH, FL 32118

Send all correspondence to:
POST OFFICE BOX 15200
DAYTONA BEACH, FL 32115

TELEPHONE: (386) 254-6875
FACSIMILE: (386) 257-1834

www.daytonallaw.com

April 16, 2019

VIA ELECTRONIC DELIVERY AND US MAIL FIRST CLASS

City of Port Orange
Attn: Penelope Cruz
Planning Manager
1000 City Center Circle
Port Orange, FL 32129

RE: Request for Brownfield Area Designation
1389 Reed Canal Road, Port Orange, FL 32128
Newport Apartments
Parcel ID No. 6306-01-00-0050

Dear Ms. Cruz,

Smith Bigman Brock has the pleasure of representing POA Development, LLC. ("Owner") with respect to the vacant property located at 1389 Reed Canal Road, Port Orange Florida (the "Property"). A figure depicting the approximate location of the Property is attached hereto as Exhibit A. Please accept this letter as the Owner's request to have the City of Port Orange (the "City") designate the Property as a Brownfield Area in accordance with Section 376.80, Florida Statutes.

The Owner is part of Collier Companies which owns and manages more than 10,791 apartments throughout Florida with more than 47 years of experience in developing and managing multi-family residential communities. The Property is proposed to be developed as a 310 unit apartment complex commonly referred to as Newport Apartments.

As you may know, the redevelopment of the Property is complicated by actual and/or perceived environmental issues associated with the former use of the Property as a construction debris landfill. The adjacent parcels which will also be a part of the Newport Apartment complex have already been designated by the City as a Brownsfield Area. According, the Property meets the definition of a Brownfield Site and a Brownfield Area set forth in Section 376.79, Florida Statutes. The Owner is interested in developing the Property through the Florida Brownfields Redevelopment Program (the "Program") to facilitate investigation, assessment and cleanup of the actual and/or perceived environmental issues. Pursuant to Section 376.80(2)(c), Florida Statutes, a local government must designate a property as a Brownfield Area if the applicant can meet the applicable criteria provided for in the statute. A description of said criteria and an analysis of how the Owner meets the same is provided below.

Section 376.80(2)(c)1, Florida Statutes. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.

SMITH BIGMAN BROCK

The Owner is the fee simple owner of the Property. A copy of the vesting deed is attached hereto as Exhibit B. Following the designation of the Property as a Brownfield Area, the Owner plans to enter into a Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection to facilitate site rehabilitation and redevelopment of the brownfield site.

Section 376.80(2)(c)2, Florida Statutes. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project construction activities pursuant to the redevelopment of the proposed brownfield site or area.

The property is the site of a former construction debris landfill and is vacant. The development of the Property for multi-family residential uses will result in increased economic productivity. The Owner anticipates that the development of the Property for a Class A multi-family apartment complex will result in the creation of at least 6 new permanent, full-time equivalent jobs that are not associated with the development project or construction at the Property.

Section 376.80(2)(c)3, Florida Statutes. The redevelopment of the proposed brownfield site is consistent with local comprehensive plan and is a permissible use under the applicable local land development regulations.

The development of the Property for multi-family uses is consistent with Port Orange's Comprehensive Plan and is a permissible use under Port Orange's Land Development Code. The Property's Future Land Use designation allows multi-family residential uses.. In addition, the Property is located in the Newport Apartments Planned Unit Development (PUD) zoning district, which provides for the proposed use.

Section 376.80(2)(c)4, Florida Statutes. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

The Owner is committed to providing proper notice and facilitating public involvement in the brownfield area designation process and the development of the Property. The Owner will assist the City in complying with the required notice provisions for the Brownfield Area, including notifying neighbors and residents, providing the City with any and all comments and suggestions it receives regarding site rehabilitation, posting the notice at the proposed Brownfield Area, and reimbursing the City with all costs incurred in complying with the notice requirements.

Section 376.80(2)(c)5, Florida Statutes. The person proposing the area for designation has provided reasonable assurances that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield area.

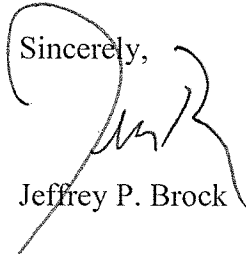
SMITH BIGMAN BROCK

The Owner is part of a family of companies with more than 47 years' experience in multi-family residential development. Over the past 47 years, the Owner has developed and managed more than 10,791 apartments across Florida. The Owner has sufficient financial resources to implement and complete site rehabilitation and redevelopment of the Property.

Assessment and cleanup of the Property through the Florida Brownfield Redevelopment Program will facilitate the redevelopment of a vacant and underutilized property to a new residential use while serving as a catalyst for economic growth. The Owner respectfully request that the City designate the Property as a Brownfield Area.

Smith Bigman Brock appreciates the opportunity to bring this request before the City of Port Orange. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

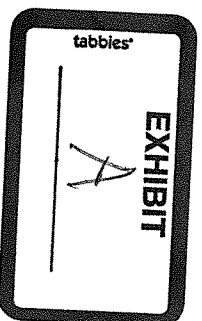
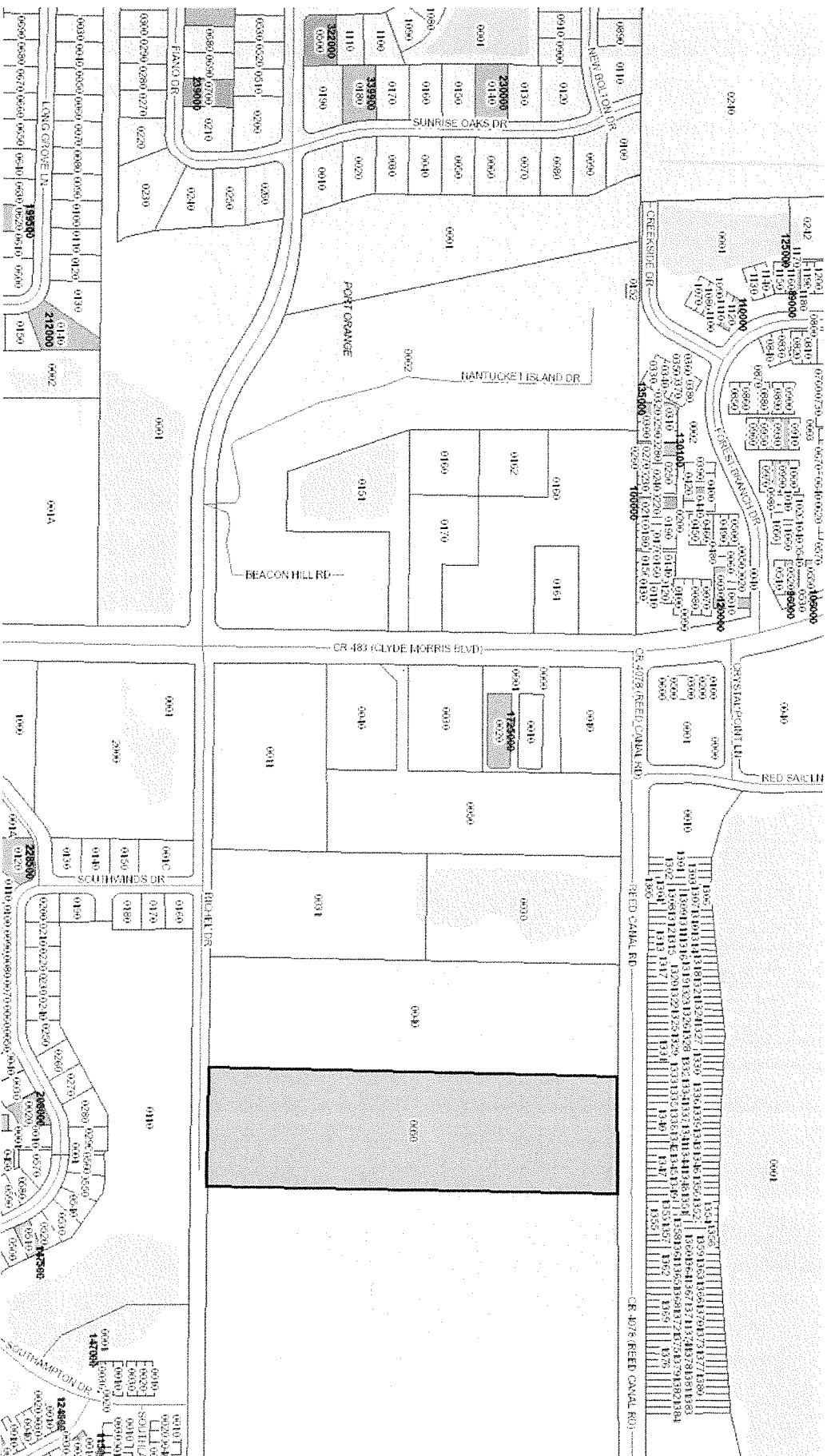


Jeffrey P. Brock

JPB/sk

Enclosures, as stated

cc: client



WARRANTY DEED

This Warranty Deed, made August 30 2017, between **New Port Park, LLC**, a Florida limited liability company, hereinafter Grantor, and **POA Development LLC**, a Florida limited liability company, hereinafter Grantee, whose address is 220 N. Main Street, Gainesville, Florida 32601.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land situate in **Volusia** County, Florida, to wit:

Lot 5, Bennett Subdivision of the Northeast ¼ of Section 6, Township 16 South, Range 33 East, according to the map or plat thereof as recorded in Plat Book 6, Page 11 of the Public Records of Volusia County, Florida.

Subject to zoning, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, though this reference will not reimpose them, and taxes accruing subsequent to December 31, 2016.

And the Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever except as set forth above. Grantor hereby recites that the above-described property is not homestead property.

In witness whereof, the Grantor has executed this deed the date set forth above.

Mary Ann Kelly
Witness: Mary Ann Kelly

Keith Humphreys
Witness: Keith Humphreys

New Port Park, LLC

By Kenneth R. McGurn

Kenneth R. McGurn, Manager
101 SE 2ND Place, Ste 202, Gainesville, FL 32601

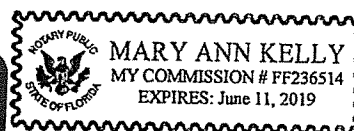
STATE OF FLORIDA, COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 30th day of August, 2017 by Kenneth R. McGurn, Manager of New Port Park, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.

Mary Ann Kelly

Tax Parcel: 630601000050

Prepared by: Linda C. McGurn
101 SE 2nd Place, #202, Gainesville,





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (I21) First Reading - Ordinance No. 2019-18 - Administrative Rezoning/119 Howes Street

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

Move to approve Ordinance 2019-18, to rezone $\pm$ 0.34 acres from Volusia County R-5 (Single-Family Residential) to NP (Neighborhood Preservation).

SUMMARY:

Planning Commission Recommendation: Approval (4/25/19)

An administrative rezoning of $\pm$ 0.34 acres from Volusia County R-5 (Single-Family Residential) to NP (Neighborhood Preservation). The subject property is located at 119 Howes Street, west of Ridgewood Avenue and north of Commonwealth Blvd.

The NP zoning district allows single-family detached dwellings, as well as other uses with special development requirements. Clubs, lodges, and fraternal organizations are one of the permitted uses with special development requirements in the NP zoning district. If approved, the property owners, American Legion Post 270, intend to construct a new meeting facility to replace the existing fire-damaged building. All future development (building permit, site plan or subdivision) submitted will require detailed technical review to determine all requirements in the Land Development Code (LDC) and Florida Building Code (FBC) are met.

Staff has prepared the subject administrative rezoning application to correct this zoning inconsistency so that the subject property will have a zoning consistent with the Comprehensive Plan FLU designation and the use of the property.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the LDC in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-18	Ord. No. 2019-18 .pdf
2.	Ord. No. 2019-18 - Exhibit A	EXHIBIT A.pdf
3.	Ord. No. 2019-18 - Exhibit B	EXHIBIT B.pdf
4.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 4/26/2019
Approved - 5/2/2019
Approved - 5/7/2019
Approved - 5/7/2019
Final Approval - 5/8/2019

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ± 0.34 ACRES FROM
VOLUSIA COUNTY R-5 (SINGLE-FAMILY RESIDENTIAL)
TO NP (NEIGHBORHOOD PRESERVATION) LOCATED
AT 119 HOWES STREET; AUTHORIZING REVISION OF
THE OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately ± 0.34 acres located at 119 Howes Street from Volusia County R-5 (Single-Family Residential) to NP (Neighborhood Preservation); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

WHEREAS, the City Council has approved by majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Volusia County R-5 (Single-Family Residential) to NP (Neighborhood Preservation)

Section 2. The property rezoned consists of approximately ± 0.34 acres located at 119 Howes Street, more particularly described in **Exhibit "A"**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classifications for the area as hereby rezoned as shown on **Exhibit "B"** attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2019

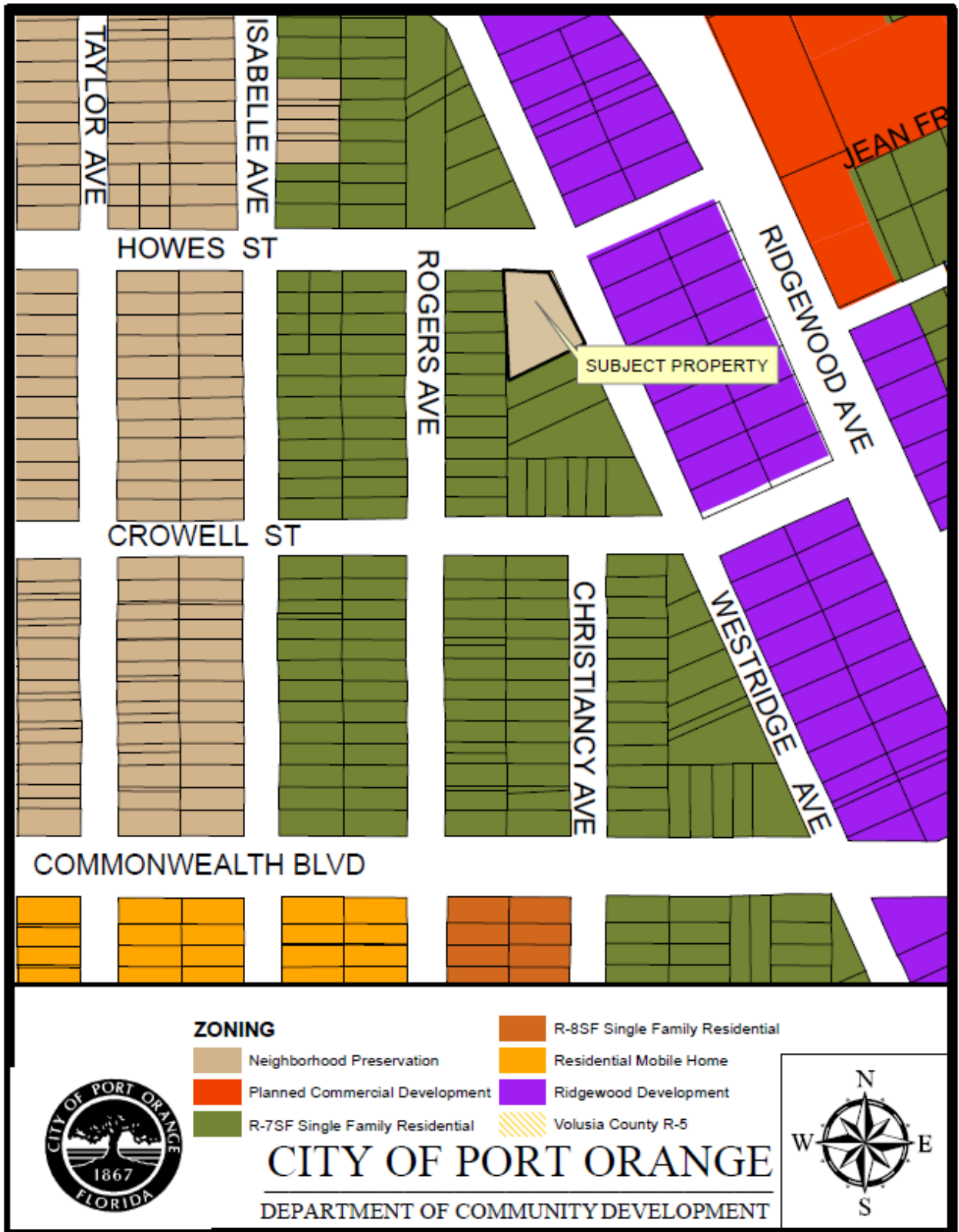
Passed and adopted on second and final reading on the ____ day of _____,
2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

LOTS 22 & 23 BLK G ALLANDALE PER OR 4911 PGS 3934-3935 PER OR 7429 PG 3121

EXHIBIT B





STAFF REPORT

REZONING / 119 HOWES STREET

CASE NO. 19-6000002

REQUEST:	Rezone ± 0.34 acres from Volusia County R-5 (single-family residential) to City of Port Orange Neighborhood Preservation (NP)
LOCATION:	119 Howes Street (Figure 1 – Location Map)
OWNER:	Walt Zack Memorial Post 270 Port Orange Inc
APPLICANT:	City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	Approval (April 25, 2019)
STAFF CONTACT:	Gwen Perney (386) 506-5673
CITY COUNCIL DATE:	May 22, 2019

PROPERTY OVERVIEW

The proposed rezoning would change the zoning from Volusia County R-5 (single-family residential) to Neighborhood Preservation (NP) for a ± 0.34 -acre property. The subject property is located at 119 Howes Street, west of Ridgewood Avenue and north of Commonwealth Boulevard. If approved, the American Legion Post 270 intends to build a new building to replace the former building that was recently damaged by a fire. According to the NP zoning district, the use “clubs, lodges, and fraternal organizations” is permitted if it existed on the property before 2015.

FIGURE 1. LOCATION MAP



DISCUSSION

The subject property was annexed into the City of Port Orange in 1998 when it was previously occupied by the Ponce Inlet Lions Club. The Future Land Use (FLU) was amended in 1999 from Volusia County *Urban Medium Intensity* to City of Port Orange *Urban Medium Density (4 – 8 units/acre)*. However, the property was never rezoned from Volusia County R-5 to a compatible City zoning district.

The American Legion has occupied the subject property since 2000. The existing meeting hall experienced fire damage in January 2019 and is currently in the process of being demolished. The American Legion would prefer to remain at their current location and construct a new meeting hall as opposed to moving to a new location in order to retain membership.

Staff has prepared the subject administrative rezoning application to correct this zoning inconsistency so that the subject property will have a zoning consistent with the Comprehensive Plan FLU designation and the use of the property.

Staff is recommending rezoning the property to Neighborhood Preservation (NP) to be consistent with adjacent properties and the Future Land Use designation. The NP zoning district allows single-family detached dwellings, as well as other uses with special development requirements. Clubs, lodges, and fraternal organizations are one of the permitted uses with special development requirements in the NP zoning district. All future development (building permit, site plan or subdivision) submitted will require detailed technical review to determine all requirements in the Land Development Code (LDC) and Florida Building Code (FBC) are met.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the LDC in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Consistency with Comprehensive Plan

The subject property currently has a Future Land Use (FLU) designation of City of Port Orange *Urban Medium Density (4-8 units/acre)* (see Exhibit A). The NP zoning district is consistent with the *Urban Medium Density (4-8 units/acre)* FLU designation.

Compatibility with Surrounding Uses and Zoning

The NP zoning district is consistent with the surrounding properties that are zoned for medium-density residential uses. The subject property is surrounded by single-family homes to the north, south, and west, and the existing Eagles Fraternal Lodge to the east. The current adopted FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties are identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Single-family home	Residential (4-8 units/acre)	R-7SF (single-family residential)
South	Single-family home	Residential (4-8 units/acre)	R-7SF (single-family residential)
West	Single-family home	Residential (4-8 units/acre)	R-7SF (single-family residential)
East	Club, lodge, fraternal organization	Commercial	RD (Ridgewood Development)

PUBLIC NOTICE

On April 5, 2019, staff posted the property notifying the public of the proposed rezoning.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone ±0.34 acres from Volusia County R-5 (Single Family Residential) to City of Port Orange Neighborhood Preservation (NP).

ATTACHMENTS

Exhibit A - Current Future Land Use Map

Exhibit B - Current and Proposed Zoning Map

EXHIBIT A

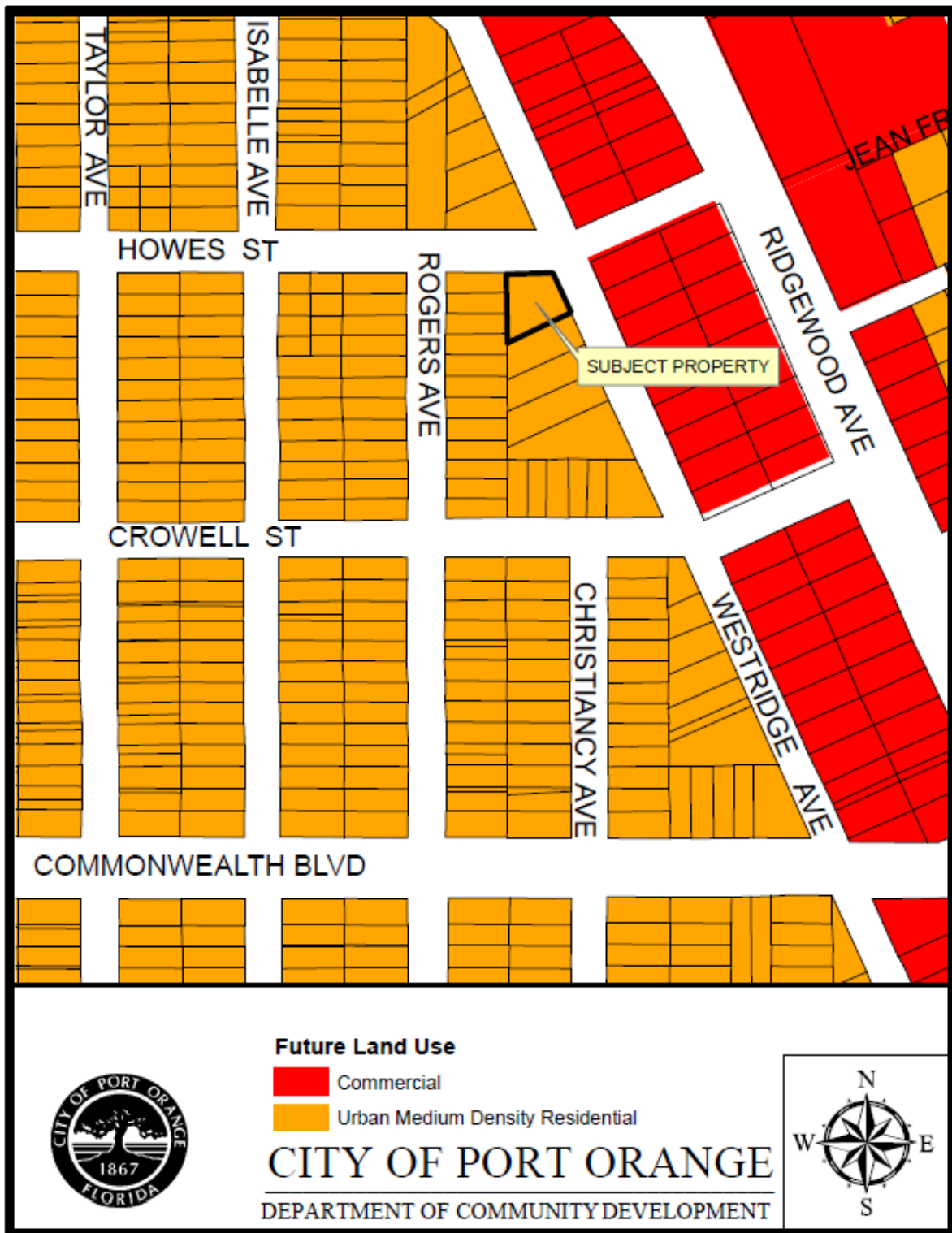
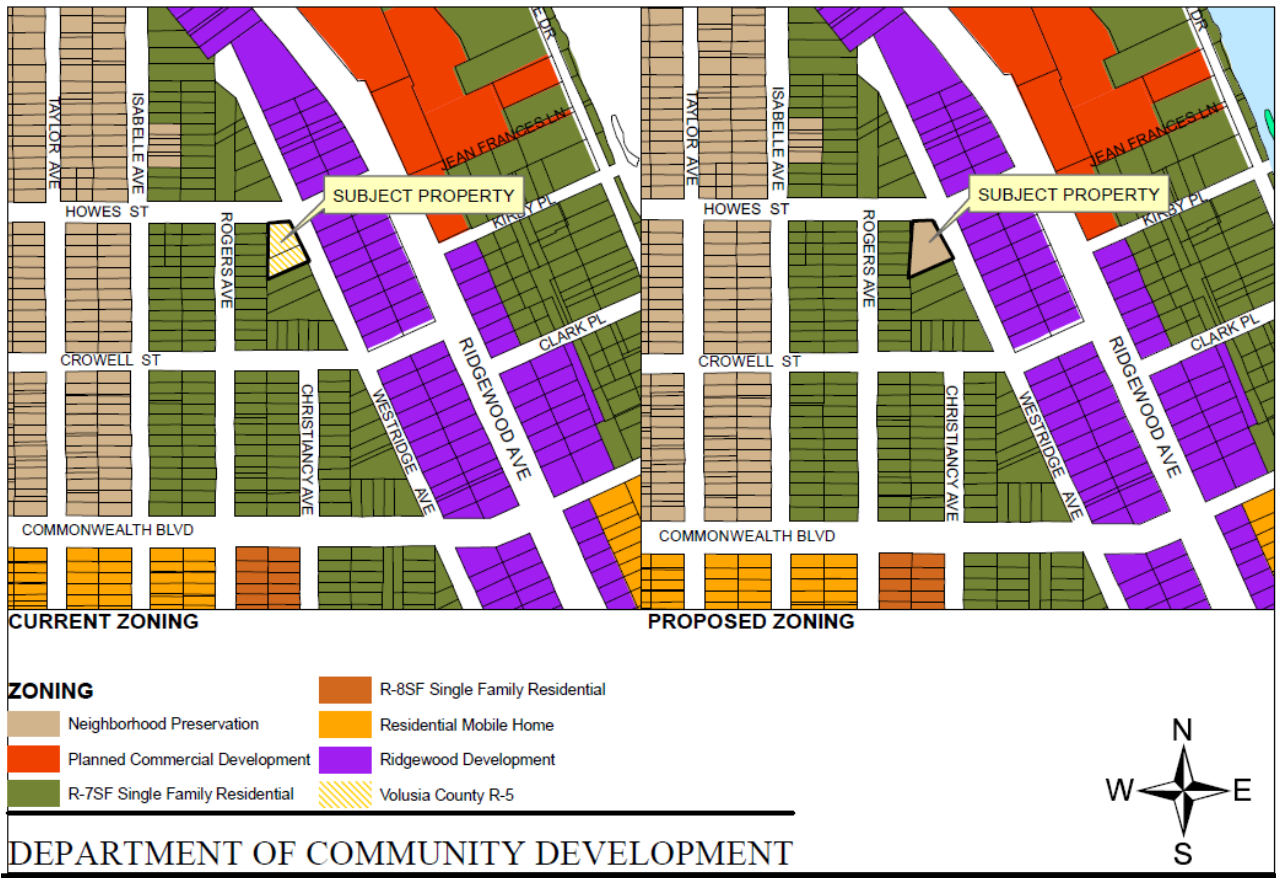


EXHIBIT B





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (J22) Discussion on Palmer College Bond Issue

DEPARTMENT: Finance

GOAL: 4 - Economic Development

RECOMMENDED MOTION:

SUMMARY: Tom Tiemeier, Treasurer, and Jennifer Randazzo, Chief Financial Officer, of Palmer College of Chiropractic will discuss the College's request for the City to serve as its conduit issuer for a proposed tax-exempt refinancing on behalf of the College. The new Series 2019 Bonds will refinance the College's Series 2010 tax-exempt Bonds – also issued through the City - and will be issued in an amount not to exceed \$19.0 million. The refinancing bonds will replace the current \$18.2 mm in bonds outstanding, will be placed directly with a bank, and will mature in 2037.

While the refinancing will not involve any construction at the Port Orange campus, Mr. Tiemeier and Ms. Randazzo will discuss how the refinancing fits into the College's overall strategic plans. They will also discuss Palmer's intermediate-term plans for construction of a new building on its campus in Port Orange.

Finally, along with input from the City's bond counsel and the City's financial advisor, the Palmer representatives will address how, similar to the Series 2010 Bonds, Palmer alone will be responsible for making payments on the debt, and the City will have no obligations for payment. They will also discuss how, again similar to the Series 2010 Bonds, all of the City's costs for reviewing documents will be paid by the College.

Project No.: Funding Account No.:

Presenter: Tom Tiemeier

ATTACHMENTS:

Robin Fenwick
Scott Neils
Jake Johansson
Robin Fenwick

Created/Initiated - 5/9/2019
Approved - 5/9/2019
Approved - 5/9/2019
Final Approval - 5/9/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (J23) First Reading - Ordinance No. 2019-19 - Fire Assessment Procedure

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-19.

SUMMARY: Staff has been working on a proposed non-ad valorem fire fee assessment since fall 2018. In December Council passed a resolution to secure the ability to use the uniform method of collection for this fee beginning in Fiscal Year 2020. Our next step is to create an ordinance allowing the city to consider implementing a fire service fee. The adoption of this ordinance does not lock the city into implementing a fire service fee this year or in the future. Staff recommends adoption of the ordinance so that we do not have to repeat the work should the city decide to move forward on a fire service fee this year or any year in the future.

Project No.: Funding Account No.:

Presenter: Matthew Jones

ATTACHMENTS:

1.	FINAL Fire Assessment Ordinance MJ 5.16.19	FINAL Fire Assessment Ordinance MJ 5.16.19.pdf
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Matthew Jones
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 5/15/2019
Approved - 5/16/2019
Approved - 5/16/2019
Final Approval - 5/16/2019

ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, AMENDING CHAPTER 30 OF THE CITY OF PORT ORANGE CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE III RELATING TO THE FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF PORT ORANGE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE PROTECTION ASSESSMENTS AGAINST REAL PROPERTY; PROVIDING DEFINITIONS AND FINDINGS; ESTABLISHING A PROCEDURE FOR IMPOSING FIRE PROTECTION ASSESSMENTS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; DESCRIBING THE PROCEDURE FOR ADMINISTERING THE FIRE PROTECTION ASSESSMENT FROM YEAR TO YEAR AND FOR CORRECTING ERRORS AND OMISSIONS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Council hereby amends Chapter 30, FIRE PREVENTION AND PROTECTION, of the City of Port Orange Code of Ordinances, to create a new Article III titled "Fire Protection Assessment" to read as follows:

ARTICLE III. – FIRE PROTECTION ASSESSMENT

Sec. 30-50. - Introduction.

(a) *Definitions.* As used in this Article, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

Annual assessment resolution means the resolution described in Section 30-52(h) hereof, establishing the rate at which a fire protection assessment for a specific fiscal year will be computed. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which a fire protection assessment is imposed.

Assessment coordinator means the person or entity designated by the city manager to be responsible for coordinating the fire protection assessments.

Assessed property means all parcels of land included on the assessment roll and subject to the fire protection assessments contemplated hereunder.

Assessment roll means the special assessment roll relating to a fire protection assessment approved by a final assessment resolution pursuant to Section 30-52(f) hereof or an annual assessment resolution pursuant to Section 30-52(h) hereof.

Building means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

Building permit means an official document or certificate issued by the city, under the authority of ordinance or law, authorizing the construction or siting of any building within the city. The term "building permit" shall also include set up or tie down permits

for those structures or buildings, such as a mobile home, that do not require a building permit in order to be constructed.

Certificate of occupancy means the written certification issued by the city that a building is ready for occupancy for its intended use. For the purposes of this Article, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a certificate of occupancy.

City manager means the chief administrative officer of the city, designated by the city council to be responsible for coordinating fire protection assessments or such person's designee.

County means Volusia County, Florida.

Final assessment resolution means the resolution described in Section 30-52(f) hereof which shall confirm, modify, or repeal the initial assessment resolution and which shall be the final proceeding for the initial imposition of fire protection assessments.

Fire protection assessment means a special assessment lawfully imposed by the city council against assessed property to fund all or any portion of the cost of the provision of Fire Protection services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the assessed property.

Fire protection assessed cost means the amount determined by the city council to be assessed in any fiscal year to fund all or any portion of the cost of the provision of Fire Protection services, facilities, or programs which provide a special benefit to assessed property, and shall include, but not be limited to, the following components: (i) the cost of physical construction, reconstruction or completion of any required facility or improvement; (ii) the costs incurred in any required acquisition or purchase; (iii) the cost of all labor, materials, machinery, and equipment; (iv) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (v) the cost of computer services, data processing, and communications; (vi) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (vii) the cost of any indemnity or surety bonds and premiums for insurance; (viii) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (ix) the cost of uniforms, training, travel, and per diem; (x) the cost of construction plans and specifications, surveys and estimates of costs; (xi) the cost of engineering, financial, legal, and other professional services; (xii) the costs of compliance with any contracts or agreements entered into by the city to provide Fire Protection services; (xiii) a reasonable amount for a capital asset replacement reserve account; (xiv) all costs associated with the structure, implementation, collection, and enforcement of the fire protection assessments, including any service charges of the tax collector, or property appraiser and amounts necessary to off-set discounts received for early payment of fire

protection assessments pursuant to the Uniform Assessment Collection Act or for early payment of fire protection assessments collected pursuant to Section 30-53(b) herein; (xv) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of Fire Protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the city council by subsequent resolution; (xvi) a reasonable amount for contingencies and anticipated delinquencies and uncollectible fire protection assessments; and (xvii) reimbursement to the city or any other person for any moneys advanced for any costs incurred by the city or such person in connection with any of the foregoing components of fire protection assessed cost. In the event the city also imposes an impact fee upon new growth or development for Fire Protection related capital improvements, the fire protection assessed cost shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees. The fire protection assessed cost shall also not include costs for the provision of emergency medical services by the city.

Fiscal year means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the city.

Government property means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency

thereof, a county, a county school board, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

Initial assessment resolution means the resolution described in Section 30-52(b) hereof which shall be the initial proceeding for the identification of the fire protection assessed cost for which an assessment is to be made and for the imposition of a fire protection assessment.

Maximum assessment rate means the highest rate of a fire protection assessment established by the city council in an initial assessment resolution or preliminary assessment resolution and confirmed by the city council in the final assessment resolution or annual assessment resolution.

Owner shall mean the person reflected as the owner of assessed property on the tax roll.

Person means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preliminary assessment resolution means the resolution described in Section 30-52(h) hereof initiating the annual process for updating the assessment roll and directing the re-imposition of fire protection assessments pursuant to an annual assessment resolution.

Property appraiser means the Volusia County Property Appraiser.

Tax collector means Volusia County or any department, division or office thereof responsible for the collection of ad valorem taxes and non-ad valorem assessments.

Tax roll means the real property ad valorem tax assessment roll maintained by the property appraiser for the purpose of the levy and collection of ad valorem taxes.

Uniform Assessment Collection Act means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

(b) ***Interpretation.*** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Article; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Article. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

(c) ***General Findings.*** It is hereby ascertained, determined, and declared that:

(1) Pursuant to Article VIII, section 2(b), Florida Constitution, the Charter for the City of Port Orange, and sections 166.021 and 166.041, Florida Statutes, the city council has all powers of local self government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of city ordinances.

- (2) The city council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the city council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Fire Protection services, facilities or programs of the city.
- (3) The purpose of this Article is to provide procedures and standards for the imposition of city-wide fire protection assessments under the general home rule powers of a municipality to impose special assessments; authorize a procedure for the funding of Fire Protection services, facilities, or programs providing special benefits to property within the city; and legislatively determine the special benefit provided to assessed property from the provision of the city's fire protection services.
- (4) The annual fire protection assessments, to be imposed using the procedures provided in this Article, shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.
- (5) The fire protection assessments to be imposed using the procedures provided in this Article are imposed by the city council, not the Volusia County Board

of County Commissioners, the property appraiser or the tax collector. The duties of the property appraiser and tax collector under the provisions of this Article and the Uniform Assessment Collection Act are ministerial.

(d) *Legislative determinations of special benefit.* It is hereby ascertained and declared that the Fire Protection services, facilities, and programs provide a special benefit to property because Fire Protection services possess a logical relationship to the use and enjoyment of property by:

- (1) Protecting the value and integrity of the improvements, structures, and unimproved land through the provision of available Fire Protection services;
- (2) Protecting the life and safety of intended occupants in the use and enjoyment of property;
- (3) Lowering the cost of fire insurance by the presence of a professional and comprehensive Fire Protection program within the city and limiting the potential financial liability for uninsured or underinsured properties; and
- (4) Containing and extinguishing the spread of fire incidents occurring on property, including but not limited to unimproved property, with the potential to spread and endanger the structures and occupants of property.

Sec. 30-52. – Assessments.

(a) *General authority.*

- (1) The city council is hereby authorized to impose an annual fire protection assessment to fund all or any portion of the fire protection assessed cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the city's provision of Fire Protection services, facilities, or programs. All fire protection assessments shall be imposed in conformity with the procedures set forth herein.
- (2) The amount of the fire protection assessment imposed in a fiscal year against a parcel of assessed property shall be determined pursuant to an apportionment methodology designed to provide a fair and reasonable apportionment of the fire protection assessed cost among assessed property on a basis reasonably related to the special benefit provided by Fire Protection services, facilities, or programs funded with assessment proceeds.
- (3) Nothing contained in this Article shall be construed to require the imposition of fire protection assessments against government property.

(b) *Initial proceedings.* The initial proceeding for the imposition of a fire protection assessment shall be the adoption of an initial assessment resolution by the city council which:

- (1) Contains a brief and general description of the Fire Protection services, facilities, or programs to be provided;
- (2) Determines the fire protection assessed cost to be assessed;

- (3) Describes the method of apportioning the fire protection assessed cost and the computation of the fire protection assessment for specific properties;
- (4) Establishes an estimated assessment rate for the applicable fiscal year;
- (5) Establishes a maximum assessment rate, if desired by the city council; and
- (6) Directs the assessment coordinator to:
 - a. Prepare the initial assessment roll, as required by Section 30-52(c) hereof;
 - b. Publish the notice required by Section 30-52(d) hereof; and
 - c. Mail the notice required by Section 30-52(e) hereof using information then available from the tax roll.

(c) *Initial assessment roll.*

- (1) The assessment coordinator shall prepare, or direct the preparation of, the initial assessment roll, which shall contain the following:
 - a. A summary description of all assessed property conforming to the description contained on the tax roll;
 - b. The name of the owner of the assessed property, if available; and
 - c. The amount of the fire protection assessment to be imposed against each such parcel of assessed property.
- (2) The initial assessment roll shall be retained by the assessment coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the assessment roll be in printed form if the amount of the fire

protection assessment for each parcel of property can be determined by use of a computer terminal available to the public.

(d) *Notice by publication.*

(1) Upon completion of the initial assessment roll, the assessment coordinator shall publish, or direct the publication of, once in a newspaper of general circulation within the city a notice stating that at a meeting of the city council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the city council will hear objections of all interested persons to the final assessment resolution which shall establish the rate of assessment and approve the aforementioned initial assessment roll.

(2) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include

- a. A geographic depiction of the property subject to the fire protection assessment;
- b. A brief and general description of the Fire Protection services, facilities, or programs to be provided;
- c. The rate of assessment including a maximum assessment rate in the event one was adopted;
- d. The procedure for objecting provided in Section 30-52(f) hereof;

- e. The method by which the fire protection assessment will be collected;
and
- f. A statement that the initial assessment roll is available for inspection at the office of the assessment coordinator and all interested persons may ascertain the amount to be assessed against a parcel of assessed property at the office of the assessment coordinator.

(e) *Notice by mail.*

(1) In addition to the published notice required by Section 30-52(d), the assessment coordinator shall provide notice, or direct the provision of notice, of the proposed fire protection assessment by first class mail to the owner of each parcel of property subject to the fire protection assessment.

(2) Such notice shall include:

- a. The purpose of the fire protection assessment;
- b. The rate of assessment to be levied against each parcel of property, including a maximum assessment rate in the event one was adopted;
- c. The unit of measurement applied to determine the fire protection assessment;
- d. The number of such units contained in each parcel of property;
- e. The total revenue to be collected by the city from the fire protection assessment;

- f. A statement that failure to pay the fire protection assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property;
- g. A statement that all affected owners have a right to appear at the hearing and to file written objections with the city council within 20 days of the notice; and
- h. The date, time, and place of the hearing.

(3) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each owner at such address as is shown on the tax roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The assessment coordinator may provide proof of such notice by affidavit. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for payment of a fire protection assessment imposed by the city council pursuant to this Article.

(f) *Adoption of final assessment resolution.*

- (1) At the public hearing as noticed pursuant to Section 30-52(d) and (e) hereof, or to which an adjournment or continuance may be taken by the city council,

the city council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the city council adopt the final assessment resolution which shall:

- a. Confirm, modify, or repeal the initial assessment resolution with such amendments, if any, as may be deemed appropriate by the city council;
- b. Establish the rate of assessment to be imposed in the upcoming fiscal year;
- c. Establish a maximum assessment rate that may be imposed in the event such rate was adopted;
- d. Approve the initial assessment roll, with such amendments as it deems just and right; and
- e. Determine the method of collection.

(2) The adoption of the final assessment resolution by the city council shall constitute a legislative determination that all parcels assessed derive a special benefit from the Fire Protection services, facilities, or programs to be provided or constructed and a legislative determination that the fire protection assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(3) All written objections to the final assessment resolution shall be filed with the assessment coordinator at or before the time or adjourned time of such

hearing. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which fire protection assessments are imposed or re-imposed hereunder.

(g) ***Effect of final assessment resolution.*** The fire protection assessments for the initial fiscal year shall be established upon adoption of the final assessment resolution. The adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property; the method of apportionment and assessment; the initial rate of assessment; the maximum assessment rate, if any; the initial assessment roll; and the levy and lien of the fire protection assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the city council's adoption of the final assessment resolution. The initial assessment roll, as approved by the final assessment resolution, shall be delivered to the tax collector, as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 30-53(b) hereof is used to collect the fire protection assessments, such other official as the city council by resolution shall designate.

(h) ***Annual assessment resolution.***

(1) Annually, the city council shall approve the assessment roll in accordance with the procedures in this Section 30-52(h), unless the city council makes the

determination by majority vote that a fire protection assessment shall not be levied for the subsequent fiscal year.

- (2) The initial proceedings for the approval of the annual assessment roll shall be the adoption of a preliminary assessment resolution by the city council which
- a. Contains a brief and general description of the fire protection services, facilities, or programs to be provided;
 - b. Determines the fire protection assessed cost to be assessed for the upcoming fiscal year;
 - c. Establishes the estimated assessment rate for the upcoming fiscal year;
 - d. Establishes or increases a maximum assessment rate, if desired by the city council;
 - e. Authorizes the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the annual assessment resolution for the upcoming fiscal year if a public hearing is required based on the circumstances described in subsection (6) below; and
 - f. Directs the assessment coordinator to:
 1. Update the assessment roll;

2. Provide notice by publication and first-class mail to affected owners in the event circumstances described in subsection (6) of this section so require; and
 3. Direct and authorize any supplemental or additional notice deemed proper, necessary or convenient by the city.
- (3) At the public hearing established in the preliminary assessment resolution or to which an adjournment or continuance may be taken by the city council, the city council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the city council, adopt the annual assessment resolution, which shall:
- a. Establish the rate of assessment to be imposed in the upcoming fiscal year; and
 - b. Approve the assessment roll for the upcoming fiscal year with such adjustments as the city council deems just and right.

The assessment roll shall be prepared in accordance with the method of apportionment set forth in the initial assessment resolution, or any subsequent preliminary assessment resolution, together with modifications, if any, that are provided and confirmed in the final assessment resolution or any subsequent annual assessment resolution.

- (4) Nothing herein shall preclude the city council from providing annual notification to all owners of assessed property in the manner provided in Section 30-52(d) and (e) hereof or any other method as provided by law.
- (5) The city council may establish or increase a maximum assessment rate in an initial assessment resolution or preliminary assessment resolution and confirm such maximum assessment rate in the annual assessment resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 30-52(d) and (e) hereof.
- (6) In the event (1) the proposed fire protection assessment for any fiscal year exceeds the rates of assessment adopted by the city council including a maximum assessment rate, if any, that were listed in the notices previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, (2) the purpose for which the fire protection assessment is imposed or the use of the revenue from the fire protection assessment is substantially changed from that represented by notice previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, (3) the method of apportionment is revised or altered resulting in an increased fire protection assessment from that represented by notice previously provided to the owners of assessed property pursuant to Section 30-52(d) and (e) hereof, or (4) an assessment roll contains assessed property that was not included on

the assessment roll approved for the prior fiscal year, notice shall be provided by publication and first class mail to the owners of such assessed property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Section 30-52(d) and (e) hereof and inform the owner of the date, time, and place for the adoption of the annual assessment resolution. The failure of the owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the assessment roll nor release or discharge any obligation for payment of a fire protection assessment imposed by the city council pursuant to this Article.

- (7) As to any assessed property not included on an assessment roll approved by the adoption of the final assessment resolution or a prior year's annual assessment resolution, the adoption of the succeeding annual assessment resolution shall be the final adjudication of the issues presented as to such assessed property (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a maximum assessment rate, the assessment roll, and the levy and lien of the fire protection assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the city council's adoption of the annual assessment resolution.

Nothing contained herein shall be construed or interpreted to affect the finality of any fire protection assessment not challenged within the required 20-day period for those fire protection assessments previously imposed against assessed property by the inclusion of the assessed property on an assessment roll approved in the final assessment resolution or any subsequent annual assessment resolution.

(8) The assessment roll, as approved by the annual assessment resolution, shall be delivered to the tax collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 30-53(b) hereof is used to collect the fire protection assessments, such other official as the city council by resolution shall designate. If the fire protection assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the assessment roll.

(i) ***Lien of fire protection assessments.*** Upon the adoption of the assessment roll, all fire protection assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a fire protection assessment shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual assessment resolution,

whichever is applicable. The lien for a fire protection assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll. The lien for a fire protection assessment collected under the alternative method of collection provided in Section 30-53(b) shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual assessment resolution, whichever is applicable, and shall attach to the property on such date of adoption.

- (j) *Revisions to fire protection assessments.* If any fire protection assessment made under the provisions of this Article is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the city council is satisfied that any such fire protection assessment is so irregular or defective that the same cannot be enforced or collected, or if the city council has failed to include or omitted any property on the assessment roll, which property should have been so included, the city council may take all necessary steps to impose a new fire protection assessment against any property benefited by the Fire Protection services, facilities or programs, following as nearly as may be practicable, the provisions of this Article and in case such second fire protection assessment is annulled, vacated, or set aside, the city council may obtain and impose other fire protection assessments until a valid fire protection assessment is imposed.

(k) *Procedural irregularities.* Any informality or irregularity in the proceedings in connection with the levy of any fire protection assessment under the provisions of this Article shall not affect the validity of the same after the approval thereof, and any fire protection assessment as finally approved shall be competent and sufficient evidence that such fire protection assessment was duly levied, that the fire protection assessment was duly made and adopted, and that all other proceedings applicable to such fire protection assessment were duly had, taken, and performed as required by this Article; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

(l) *Correction of errors and omissions.*

- (1) No act of error or omission on the part of the property appraiser, tax collector, city manager, city council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a fire protection assessment imposed by the city council under the provision of this Article.
- (2) When it shall appear that any fire protection assessment should have been imposed under this Article against a parcel of property specially benefited by the provision of Fire Protection services, facilities, or programs, but that such property was omitted from the assessment roll; or such property was erroneously assessed; or was not listed on the tax roll as an individual parcel

of property as of the effective date of the assessment roll approved by the annual assessment resolution for any upcoming fiscal year, the city council may, upon provision of a notice by mail provided to the owner of the omitted or erroneously assessed parcel in the manner and form provided in Section 30-52(e), impose the applicable fire protection assessment for the fiscal year in which such error or omission is discovered, in addition to the applicable fire protection assessment due for the prior two fiscal years. Such fire protection assessment shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided herein, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

- (3) Prior to the delivery of the assessment roll to the tax collector in accordance with the Uniform Assessment Collection Act, the assessment coordinator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to a fire protection assessment, based upon presentation of competent and substantial evidence, to correct any error in applying the fire protection

assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the fire protection assessment imposed under the provisions of this Article. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the assessment coordinator and not the property appraiser or tax collector.

- (4) After the assessment roll has been delivered to the tax collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the tax roll upon timely written request and direction of the assessment coordinator.

(m) *Interim assessments.*

- (1) An interim fire protection assessment may be imposed against all property, for which a building permit or certificate of occupancy, at the discretion of the city council, is issued, after adoption of the annual assessment resolution. The amount of the interim fire protection assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the annual assessment resolution for the fiscal

year for which the interim fire protection assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year. In addition to the monthly rate, the interim fire protection assessment may also include an estimate of the subsequent fiscal year's fire protection assessment. No building permit or certificate of occupancy, at the discretion of the city council, shall be issued until full payment of the interim fire protection assessment is received by the city. Issuance of the building permit or certificate of occupancy, at the discretion of the city council, without the payment in full of the interim fire protection assessment shall not relieve the owner of such property of the obligation of full payment. Any interim fire protection assessment not collected prior to the issuance of the building permit or certificate of occupancy, at the discretion of the city council, may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 30-53(a) of this Article or by any other method authorized by law. Any interim fire protection assessment shall be deemed due and payable on the date the building permit or certificate of occupancy, at the discretion of the city council, was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens,

encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the building permit or certificate of occupancy, at the discretion of the city council.

(2) In the event the city elects to collect the interim fire protection assessment at the time of building permit, the following procedures shall apply.

- a. In the event a building permit expires prior to completion of the building for which it was issued, and the applicant paid the interim fire protection assessment at the time the building permit was issued, the applicant may within 90 days of the expiration of the building permit apply for a refund of the interim fire protection assessment. Failure to timely apply for a refund of the interim fire protection assessment shall waive any right to a refund.
- b. The application for refund shall be filed with the assessment coordinator and contain the following:
 1. The name and address of the applicant;
 2. The location of the property and the tax parcel identification number for the property which was the subject of the building permit;
 3. The date the interim fire protection assessment was paid;

4. A copy of the receipt of payment for the interim fire protection assessment; and
 5. The date the building permit was issued and the date of expiration.
- c. After verifying that the building permit has expired and that the building has not been completed, the city shall refund the interim fire protection assessment paid for such building.
 - d. The applicant for a building permit which is subsequently issued for a building on the same property which was subject of a refund shall pay the interim fire protection assessment as required by this Section 30-52(m).

Sec. 30-53. – Collection.

(a) *Method of collection.*

- (1) Unless otherwise directed by the city council, the fire protection assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the city shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Article may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.
- (2) The amount of a fire protection assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific

parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the owner as required under the Uniform Assessment Collection Act, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such fire protection assessment upon certification of a non-ad valorem roll to the tax collector by the city.

(b) *Alternative method of collection.* In lieu of using the Uniform Assessment Collection Act, the city council may elect to collect the fire protection assessments by any other method which is authorized by law or under the alternative collection method provided by this section:

(1) The city council shall provide fire protection assessment bills by first class mail to the owner of each affected parcel of property that is subject to the fire protection assessment. The bill or accompanying explanatory material shall include:

a. A brief explanation of the fire protection assessment;

- b. A description of the unit of measurement used to determine the amount of the fire protection assessment;
- c. The number of units contained within the parcel;
- d. The total amount of the fire protection assessment imposed against the parcel for the appropriate period;
- e. The location at which payment will be accepted;
- f. The date on which the fire protection assessment is due; and
- g. A statement that the fire protection assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(2) A general notice of the lien resulting from imposition of the fire protection assessments shall be recorded in the Official Records of the County of Volusia. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records of the County of Volusia.

(3) The city council shall have the right to foreclose and collect all delinquent fire protection assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A fire protection assessment shall become delinquent if it is not paid within 30 days from the date payment was

due, as identified in accordance with subsection (b)(1)f. of this section. The city council or its agent shall notify any property owner who is delinquent in payment of his or her fire protection assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the city council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent fire protection assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent fire protection assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

- (4) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the city may be the purchaser to the same extent as any person. The city council or its agent may join in one foreclosure action the collection of fire protection assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the city council and its agents, including

reasonable attorney fees, in collection of such delinquent fire protection assessments and any other costs incurred by the city council as a result of such delinquent fire protection assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(5) In lieu of foreclosure, any delinquent fire protection assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by the Uniform Assessment Collection Act and this Article, and (2) any existing lien of record on the affected parcel for the delinquent fire protection assessment is supplanted by the lien resulting from certification of the assessment roll, as applicable, to the tax collector.

(6) Notwithstanding the city council's use of an alternative method of collection, the assessment coordinator shall have the same power and authority to correct errors and omissions as provided to him or other city officials in Section 30-52(l) hereof.

(7) Any city council action required in the collection of fire protection assessments may be by resolution.

(c) *Government property.*

- (1) Notwithstanding anything herein to the contrary, Assessments shall not be imposed against government property which is exempted from the payment of special assessments and/or non-ad valorem assessments under state or federal law. The foregoing class of properties not to be assessed do not include government property that is leased for private use. Nothing herein shall be construed to require the imposition of Assessments against government property.
- (2) In the event fire protection assessments are imposed against government property, the city council shall provide fire protection assessment bills by first class mail to the owner of each affected parcel of government property. The bill or accompanying explanatory material shall include:
- a. A brief explanation of the fire protection assessment;
 - b. A description of the unit of measurement used to determine the amount of the fire protection assessment;
 - c. The number of units contained within the parcel;
 - d. The total amount of the parcel's fire protection assessment for the appropriate period;
 - e. The location at which payment will be accepted; and
 - f. The date on which the fire protection assessment is due.

- (3) Fire protection assessments imposed against government property shall be due on the same date as all other fire protection assessments and, if applicable, shall be subject to the same discounts for early payment.
- (4) A fire protection assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in subsection (b)(1)f. of this section. The city council shall notify the owner of any government property that is delinquent in payment of its fire protection assessment within 60 days from the date such assessment was due. Such notice shall state that the city council will initiate a mandamus or other appropriate judicial action to compel payment.
- (5) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of government property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the city, including reasonable attorney fees, in collection of such delinquent fire protection assessments and any other costs incurred by the city council as a result of such delinquent fire protection assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

- (6) As an alternative to the foregoing, a fire protection assessment imposed against government property may be collected as a surcharge on a utility bill provided to such government property in periodic installments with a remedy of a mandamus action in the event of non-payment. The city council may contract for such billing services with any utility, whether or not such utility is owned by the city.

Sec. 30-54. - General Provisions.

- (a) *Applicability.* This Article and the city council's authority to impose assessments pursuant hereto shall be applicable throughout the city.

(b) *Alternative method.*

- (1) This Article shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Article, being necessary for the welfare of the inhabitants of the city, shall be liberally construed to effect the purposes hereof.

- (2) Nothing herein shall preclude the city council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the city, (2) any

notice required by this Article, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 4. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this _____ day of _____, 2019.

Passed and adopted on second reading and final reading on the ____ day of _____, 2019.

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (J24) Use of First Step Funding

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the use of \$35,000.00, previously provided to the First Step Shelter, for Capital with no expectation of additional funding from Port Orange through at least the first year of operations, subject to City Manager's receipt and execution of a written agreement.

SUMMARY: At the Council meeting on August 22nd, 2017, City Council approved an addition to the fiscal year 2018 budget in the amount of \$35,000 to help fund the First Step Shelter in Daytona Beach. There was a general understanding at some point thereafter that this money represented operating funds that would guarantee homeless from the City of Port Orange would have a spot at the shelter if needed within the first year of operations.

Recently there was a request from First Step Shelter to use the \$35,000 for capital costs related to the completion of the shelter. Council discussed this being a possibility as long as there was an understanding that this payment still constituted the city of Port Orange's contribution through the first year of operations and that homeless from Port Orange would still have a place at the shelter with no additional financial contribution at least through the first year of operations.

Staff is requesting a motion to the effect above for clarification to allow First Step to use the money for Capital. However, this would be predicated upon the execution of a written agreement between the two parties.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

Robin Fenwick
Alan Rosen
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 4/22/2019
Approved - 4/25/2019
Approved - 5/9/2019
Approved - 5/9/2019
Final Approval - 5/9/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/22/2019

Consent item: No

SUBJECT: (K26) City Attorney Comments - Annual City Attorney Evaluation

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: The City Council evaluates the City Attorney's performance each year. In this discussion, Council may direct the manner and identify any information for conducting the evaluation. Performance evaluation forms will be provided by the City Attorney and meetings will be scheduled with each council member to review concerns and to ask questions. At the June 4 meeting, the City Council will conduct the performance review and establish compensation for FY 2020.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Margaret Roberts
Robin Fenwick

Created/Initiated - 5/6/2019
Approved - 5/9/2019
Final Approval - 5/9/2019
