



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

ADDENDUM NO. 1

DATE: February 23, 2018
PROJECT: RFP 0118-0590
CUSTODIAL SERVICES

OPENING DATE: ~~FEBRUARY 28, 2018~~ MARCH 6, 2018 AT 2:00 pm

This addendum is hereby incorporated into the Request for Proposal for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

1. Exhibit IV is being recalculated under the UTILITIES section. A revised exhibit will be published in a future addendum.
2. Page 29, item 7 under monthly: wash inside and outside of all windows at the Golf Pro Shop.
3. The due date for this RFP has been moved from ~~February 28, 2018~~ to March 6, 2018. The corresponding dates set forth in section IV, page 30 the RFP are will have to be adjusted:

Proposals Due:	March 6, 2018 at 2:00 pm
Selection Committee Meeting	March 14, 2018
Recommendation to City Manager	March 21, 2018
Estimated to be placed on City Commission Agenda for Approval	April 18, 2018

4. Answers to written questions:

Q1: Could our company have the correct square footage for all the buildings?

A1: **As announced multiple times at the mandatory pre proposal meeting, it is the responsibility of the Contractor to get any measurements they need during the site visit. The spreadsheet was not guaranteed accurate, but merely a guideline. The site visit was the only opportunity for you to take exact measurements. No one there took out a tape measure or asked for more time.**

Q2: Please provide the last awarded pricing.

A2: **Can be found at the back of the current contract (attachment 1)**

Q3: Please provide copy of the current contract?

A3: See Attachment # 1

Q4: Please provide a copy of Chapter 30.

A4: See attachment # 2

5. All other terms and conditions remain the same.

Proposers shall acknowledge receipt of this addendum in their Proposal Transmittal letter

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

ATTACHMENT 1
CURRENT CONTRACT

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0114-0170**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and **JMC Services, Inc.**, a Florida profit corporation ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide Custodial Services for City Hall, Public Works, Police Department, Utilities Department, and Fire Administration as further described in Exhibit A, attached hereto and incorporated herein, to the CITY from time to time at the direction of the CITY during the Term of this Contract

Section 2. Reserved.

Section 3. Fee. For the services provided by CONTRACTOR pursuant to this Contract, CITY will pay CONTRACTOR a fixed fee of **\$149,880.36/year for the base bid items**. The basis for this fixed fee is set forth in the Fee Schedule, attached hereto and incorporated herein as Exhibit B.

No additional compensation will be due CONTRACTOR for any reason. Except to the extent that Exhibit B specifically provides for the CITY's reimbursement of CONTRACTOR's costs and expenses, CONTRACTOR's will fully bear those costs and expenses.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the referenced Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. If Exhibit B provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONTRACTOR will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. If Exhibit B provides for payment to be made based on the percentage of work completed, CONTRACTOR will invoice the CITY no more frequently than monthly. If Exhibit B does not specifically authorize partial payments, CONTRACTOR will invoice the CITY only upon completion of the services required.

(b) In order to be considered to be proper, the invoice must include all information that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where payment is not due until deliverables are provided, or reimbursement of expenses is contingent upon proof of same.

(c) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, as amended pursuant to Laws of Florida Chapter 2013-154, which include the following:

- (1) CONTRACTOR will keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.
- (2) CONTRACTOR will 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 Ch. 119, Florida Statutes, or as otherwise provided by law.
- (3) CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) CONTRACTOR will meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, CONTRACTOR will provide the CITY all records stored electronically in a format that is compatible with the CITY's information technology systems.

Section 8. Effective Date and Term The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is three (3) years, commencing on the Effective Date. Any purchase order entered into prior to the expiration of the Term will remain valid. The CITY will have the option to renew this Contract for one (1) Terms of 12 months, by providing CONTRACTOR written notice at least 60 days before the end of the current Term.

Section 9. Termination.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONSULANT at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of

whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(d) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by the CITY or by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract.

Section 12. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) **Coverage and Amounts.**

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$1,000,000. The Risk Manager for

the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and will contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR'S expense of CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR'S failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide insurance required by the Contract by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Tony Segretto, Public Works Manager
City of Daytona Beach Public Works
950 Bellevue Ave.
Daytona Beach, FL 32114
Fax: 386-671-8214

To CONTRACTOR:

Joe Cito, CEO
JMC Services, Inc.
PO Box 770219
Winter Garden, FL 34777
Fax: 407-654-1116

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the medication procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the

mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) **Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR'S services under this Contract.

(f) **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The CITY's Request for Proposals 0114-0170 and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

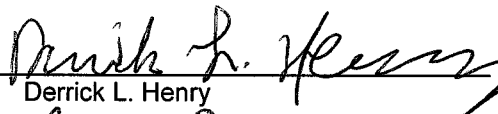
(Balance of page intentionally left blank)


(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

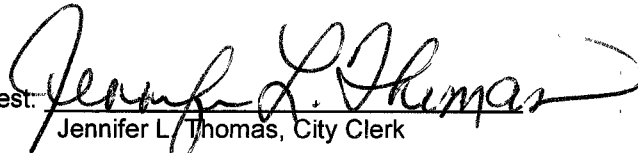
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY


CONTRACTOR

By: 
Derrick L. Henry
Date: April 16, 2014

By: 
Printed Name: Ron Hayes
Title: CEO
Date: 4/1/14

Attest: 
Jennifer L. Thomas, City Clerk

Approved as to legal form:

By: 
Marie Hartman, City Attorney

**EXHIBIT A: Scope of Services
CITY OF DAYTONA BEACH
CUSTODIAL SERVICES ANNUAL CONTRACT
SCOPE OF WORK**

I. General Requirements

- A. **Work:** The Contractor shall provide complete janitorial services for all City facilities noted in Section I (B). The Contractor may be required to perform certain duties which may not be specifically outlined in the contract. The Scope of Work highlights the routine cleaning assignments on daily, weekly, monthly, quarterly and annual basis; however, the Contractor shall utilize his professional judgment on a day-to-day basis in which certain trade-offs of cleaning may be necessary to handle unusual, unexpected or specially requested cleaning which may not be outlined in the Scope of Work. The City shall not be charged for these services except for an exceptional type of assignment that would be substantially different from day to day cleaning outside the scope of the Contract.
- B. **Service Locations:** Custodial Services will be provided at the following locations. Additional information about some of the facilities is attached as Attachment A.
- City Hall – 301 S. Ridgewood Ave. (Excluding Information Technologies Offices)
Fire Department Administration – 301 S. Beach St.
Public Works Complex – 950 Bellevue Ave. (Excluding Fleet Maintenance offices, Archives, and Human Resource Archives)
Police Headquarters – 129 Valor Blvd
Police (Precinct) – 310 Harvey St.
Police (Community Policing) – 638 Madison Ave.
Police (Josie Rogers House) – 355 North Beach St.
Utilities Wastewater Administration – 3651 LPGA Blvd
Utilities Environmental Laboratory – 3651 LPGA Blvd.
Utilities Central Maintenance Building – 3561 LPGA Blvd
Utilities Water Plant – Administration Building Only – 3651 LPGA Blvd.
Water/Wastewater Inspectors Building – 3651 LPGA Blvd.
Utilities Marion Street Complex – 201, 215, 219, and 220 Marion St. and 525 Magnolia Ave
Utilities Bethune Point Complex – 1 Shady Pl.
Utilities Engineering and Administration – 125 Basin St.
- C. **Contract Term:** The term of the contract shall be for a period of three (3) years with an option to extend the contract for one additional 12-month period
- D. The Contractor shall not engage or use the services of subcontractors in performing the contract unless the Contractor obtains prior written approval from the City.
- E. The Contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- F. The Contractor shall be responsible for keeping all City buildings secured while he or his employees are on the premises and shall exclude all unauthorized persons. The Contractor shall be responsible for locking all doors and turning lights off when the Contractor's employees leave the premises.

The security door lock code utilized to access the Fire Department Administration main office must remain confidential and shall not be distributed to unauthorized personnel. The Fire Department reserves the right to designate which personnel are

authorized to receive the confidential door lock code. Any breach of this confidentiality may result in termination of this contract.

No keys shall be issued or duplicated without prior written consent of the City. The Contractor shall be responsible for informing the firm's employees of all security measures to which they must adhere. All keys must be returned at the end of the contract period.

- G. The Contractor must furnish and maintain, in good repair, all equipment, including, but not limited to vacuum cleaners, carts, buckets, mops, brooms, buffers, etc., and any other equipment necessary to perform his duties.

The Contractor may either own or rent, at the Contractor's expense, equipment for performing the requirements of the contract.

- H. The Contractor shall not use any products, supplies or equipment, which may be injurious or damaging to the surfaces upon which they are to be applied.
- I. The Contractor shall be responsible for any breakage, damage, and/or loss of the City's equipment or supplies through negligence of the Contractor or his employees while working on the City's premises.
- J. The City will provide consumables such as toilet paper, paper towels, liquid soap, air fresheners, seat covers, trash can liners and paper cups. The Contractor shall provide an inventory of these supplies and monthly usage to the Facility Manager on a monthly basis. All cleaning supplies such as carpet cleaning compounds, disinfectants, floor cleaners, glass cleaners, bleach, dust treatments, utility cleaners, abrasives and non-skid wax for tile floor areas shall be provided by the Contractor.
- K. The Contractor shall comply with all OSHA "Right to Know" postings in all locations pursuant to Federal and State Law.
- L. The Contractor shall perform any and all other related and additional miscellaneous janitorial cleaning duties, which may arise from time to time as a result of accidental spilling of any office materials, supplies, or food and beverages at no additional cost.
- M. The Contractor or a designated representative shall be available for periodic meetings with personnel from the City. The Contractor shall supply telephone number(s) of the designated representatives and substitute representatives.
- N. The Contractor shall not use nor allow his employees to use any City telephone (except in the case of emergencies).
- O. A schedule of monthly, quarterly and annual service requirements for City Hall, Police, Public Works, Utilities, and Fire will be provided on the first day of said period, to the Public Works Manager detailing the service and what date the work will be performed.
- P. The Contractor will submit a written report to the Public Works Manager indicating the dates said service was performed, within five (5) calendar days after completion of monthly, quarterly and annual service requirements.
- Q. The following City employees will be the designated contact for each of the respective facilities:

City Hall – Tony Segreto (386-671-8712)
Police – Officer Nick Fiore (386-671-5291)
Public Works – Maxine Zdunek (386-671-8601)

Fire Department –Larry Stoney (386-671-4006)
Utilities – Tami Minigh (386-671-8856)

Questions or inquiries for any facility should be directed to the respective designee.

- R. Contractor staff personnel must wear identification, visible at all times while in any City facility. The Contractor will notify the designated contact person of changes in personnel and new personnel shall be introduced in person to the designated contact.
- S. Insurance requirements – The Contractor shall purchase and maintain, at his own expense, types and amounts of insurance as required by the Contract, in form and from companies satisfactory to the City.
- T. The Contractor will submit an invoice not more frequently than once per month, for the prior month's service. The city may reduce the invoice for liquidated damages for failure to perform. Failure to perform any task required by the Contract or required by written amendments shall result in assessment of liquidated damages of \$20.00 per task, per day. If the occurrence of one condition leads to a second or third occurrence, the Contractor will be assess cumulative damages. The city may waive liquidated damages if the Contractor remedies the situation within a given period of time prescribed by the City. When the City elects to correct a problem or situation, it may deduct expenses to make such correction from the Contractor's current or following invoice
- U. All personnel employed by the Contractor will be required to pass a criminal background check and drug screening provided by the Police Department. The Contractor will be responsible for payment of these screenings, which cost \$24 for each criminal background checks and \$35 for each drug screening. All personnel added to cleaning crews or new crews will be subject to these screenings. Payment shall be made prior to the submittal of the Contractor's first invoice. Failure to pay for the screenings prior to the first invoice will result in the cost for the screenings to be deducted from the first payment. Screenings required during the term of the contract shall be paid prior to submittal of the next monthly invoice. Failure to make payment before that monthly invoice will result in the cost of screenings to be deducted from that month's payment.

II. SCHEDULE

Daily Tasks shall be performed at the service locations in accordance with the following schedule:

Monday through Friday:

- City Hall
- Fire Department Administration
- Public Works Complex
- Utilities Facilities at LPGA Blvd.
- Utilities Marion Street Complex
- Utilities Bethune Point Complex
- Utilities Engineering and Administration.

7 days per week:

- Police Headquarters
- Police (Precinct) t
- Police (Community Policing)
- Police (Josie Rogers House)

III. CUSTODIAL SERVICES TASKS

A. DAILY: The Contractor shall perform the following minimum tasks according to the Schedule between the hours of 5:00 P.M. and 1:00 A.M. Additional work (other than daily duties) that may be required may be performed on Saturday or Sunday with prior written approval of the Department Contact and the Public Works Manager.

1. Thoroughly sweep all hard floors, including stairwells.
2. Wet-mop all hard floor areas.
3. Wet-mop all restroom floors, including baseboards, using a neutral cleaner with a disinfectant.
4. Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions and doors. All restroom equipment to be properly disinfected. Use a cleanser appropriate to the surface being cleaned to prevent damage to that surface while providing the required disinfection.

Replenish all restroom supplies (toilet tissue, soap, towels, etc.).

Wash Basins shall be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with a dry cloth.

Mirrors shall be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth shall be utilized to remove streaks and smears.

Toilet bowls shall be cleaned with disinfectant and brush specifically designed for such task and all portions of the toilet shall be cleaned to include the interior, flush rim, seat, exterior and exposed plumbing. Urinals shall be cleaned with a disinfectant and brush specifically designed for such tasks and all portions of the urinal shall be cleaned to include the interior, exterior and exposed plumbing.

Any graffiti on any walls or partitions shall be removed immediately.

5. Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries shall be kept clean removing spider webs from glass from ten feet prior to the door. All trash receptacles shall be emptied (including under any pavilions) and walkway and entry shall be swept or blown clean of all debris. Any graffiti shall be removed immediately.
6. Clean and disinfect all drinking fountains and clean outside ashtrays.
7. Empty all wastepaper baskets, trash and disposal containers and remove this refuse from the building and building premises.
8. Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
9. Vacuum all carpet.
10. Spot clean all hallway and office carpet as required for spillage or stained areas.
11. Remove all trash from all areas around building, including parking areas and in front of buildings. Sweep or blow all exterior walkways leading to entrances.
12. Clean break areas, including tables and chairs, bars, sinks, appliances, and coffee areas. Clean inside and outside of microwaves. Clean counters and exterior of any cabinetry with a damp cloth. Replenish towels and soap.
13. Spot clean all windows as needed.

14. Lower and fold City Hall flag at 5:30 P.M.
15. Promptly lock and secure buildings by 5:00 P.M. Unlock City Hall for various Board and Commission meetings and secure building when meeting is over.
16. Using treated cloth; wipe all desk tops, tables, conference tables, countertops, windowsills, and other flat surfaces for removal of dust, dirt, fingerprints, eraser shavings, etc. in all offices, conference rooms, and commission chambers. Clean all glass topped desks with window cleaner.

 Note: At Police Headquarters and other office facilities, clean only those offices with open doors.
 Note: At Police Headquarters, wipe down all vinyl and hard surfaces of fitness equipment.
17. Wash outside only of red and white trash container in City Nurse's office in Public Works Administration Building. Clean inside of white trash container in this office.
18. Clean any other area not mentioned above which, left un-cleaned, would detract from the beauty of the building (inside and outside).

B. WEEKLY: The Contractor shall perform the following minimum tasks once each week between the hours of 5:00 P.M. and 1:00 A.M.) at the following locations:

- City Hall
- Fire Department Administration
- Public Works Complex
- Utilities Facilities at LPGA Blvd.
- Utilities Marion Street Complex
- Bethune Point Complex
- Utilities Engineering and Administration.
- Police Headquarters
- Police (Precinct)
- Police (Community Policing)
- Police (Josie Rogers House)

Additional work required may be performed on Saturday or Sunday with prior approval from the Public Works Manager.

1. Using a damp treated cloth, wipe all flat surfaces, including, but not limited to, file cabinets, lockers, chairs, telephones, windowsills, door frames, vertical surfaces of office furniture and equipment, etc.
2. On a rotating basis, clean all walls and partition surfaces and thoroughly wash to give a clean satisfactory appearance. Partitions shall be wiped clean to include hinges, tops and wall surfaces. A schedule should be established so that all walls will have been cleaned at least twice during any contract year.
3. Clean elevators by sweeping the floor and wiping down walls and signal buttons with a damp treated cloth to remove fingerprints and dirt.

MONTHLY: The Contractor shall provide the following services, which must be completed within the first ten (10) calendar days of the month, at the following locations:

- City Hall
- Fire Department Administration
- Public Works Complex
- Utilities Facilities at LPGA Blvd.

Utilities Marion Street Complex
Bethune Point Complex
Utilities Engineering and Administration.
Police Headquarters
Police (Precinct)
Police (Community Policing)
Police (Josie Rogers House)

1. Thoroughly scrub restroom floors, including baseboards.
2. Sweep, dust and mop custodian storage areas.
3. Clean all heating and cooling vents, exhaust vents, horizontal blinds and exposed pipes, and ceiling tiles for removal of dust and cobwebs.
4. Clean all doors, doorframes, thresholds, and floor mats. Floor mats shall be shaken then swept or vacuumed.
5. Spray buff all hard floor surfaces with a high speed buffer.
6. Dust shelving, sweep floors (Public Works Archive area only)

QUARTERLY: The contractor shall provide the following services, which must be completed within the first ten (10) days of the following months: October, January, April, and July at the following locations:

City Hall
Fire Department Administration
Public Works Complex
Utilities Facilities at LPGA Blvd.
Utilities Marion Street Complex
Bethune Point Complex
Utilities Engineering and Administration.
Police Headquarters
Police (Precinct)
Police (Community Policing)
Police (Josie Rogers House)

1. Strip and wax all vinyl tile with 4 coats of wax, ceramic tile, porcelain tile, and terrazzo floors shall be pre-treated with an alkaline solution and pressure cleaned with hot water, temperature range between 200-250 degrees F, at a minimum of 150 psi. Move and return all furniture, desks, chairs, tables, file cabinets and any other equipment on floor surfaces necessary to accomplish the work.
2. In the Police Headquarters Computer Room, City forces will move all computers off the floor prior to commencement of carpet cleaning.
3. Perform all daily, weekly, and monthly tasks at each of the 7 Fire Stations in addition to the quarterly tasks.

SEMI-ANNUALLY: The Contractor shall provide the following services twice each year. Service must be completed within thirty (30) days of the beginning of the contract year and approximately six months thereafter at the following locations:

City Hall
Fire Department Administration
Public Works Complex
Utilities Facilities at LPGA Blvd.

Utilities Marion Street Complex
Bethune Point Complex
Utilities Engineering and Administration.
Police Headquarters
Police (Precinct)
Police (Community Policing)
Police (Josie Rogers House)

1. Thoroughly clean all office carpets using a steam cleaning extraction process. Move and return all movable furniture, chairs, tables, and any other equipment on the floor surfaces necessary to accomplish the job. **Contractor shall notify the contact person which areas shall be cleaned no less than (14) fourteen calendar days prior to start of carpet cleaning.**

ATTACHMENT A
BUILDING INFORMATION

Following is data relative to the City facilities, parking lot, restrooms, offices, furniture, etc. This data is only approximate values or quantities and is only intended to assist the Contractor in preparation of his/her proposal. It is not intended as a comprehensive list of areas to be serviced, the entire building listed, and all offices, restrooms desks, etc. will be serviced, whether listed here or not.

CITY HALL

LOCATION: 301 South Ridgewood Avenue

1. Total Square Footage: Second floor	25,103 sq ft
First floor.....	18,694 sq ft
2. Number of Offices.....	108
3. Number of Desks.....	234
4. Number of Chairs.....	669
5. Number of Tables.....	212
6. Number of Benches.....	8
7. Total Approximate Area of Carpet.....	33,792 sq ft
8. Total Approximate Area of Quarry Tile	4,240 sq ft
9. Total Approximate Area of Vinyl Tile	5,765 sq ft
10. Number of Vinyl Areas.....	11
11. Number of Restrooms.....	8
12. Number of Elevators.....	1
13. Number of Stairwells.....	3

POLICE DEPARTMENT

129 VALOR BLVD

First Floor	48,694 Total square feet
	5,129 sf carpet
	43,565 sf hard floor
Second Floor	27,646 Total square feet
	14,380 sf carpet
	13,266 sf hard floor
Third Floor	19,574 Total square feet
	18,208 sf carpet
	1,366 sf hard floor

POLICE DEPARTMENT

LOCATION: POLICE PRECINCT
310 Harvey Street

1. Total Square Footage: Second Floor.....	1,247 sq ft
First Floor.....	1658 sq ft
2. Total Number of Offices * (see note).....	6
3. Total Number of Desks.....	7
4. Total Number of Chairs.....	33
5. Total Number of Tables.....	5
6. Number of Vinyl Tile Floor Areas.....	8
7. Total Vinyl Tile Square Footage.....	1,433.25 sq ft
8. Number of Restrooms and Locker Rooms.....	4
9. Number of Stairwells.....	2
10. Total Quarry Tile Square Footage.....	300 sq ft
11. Total Carpet Square Footage.....	1007.99 sq ft

*NOTE: Number of Office Areas does not include Briefing Room, Kitchen, Storeroom.

PUBLIC WORKS DEPARTMENT
LOCATION: 950 Bellevue Avenue

Following is current data relative to the Public Works Complex. This data is only approximate values or quantities and is only intended to assist the proposer in the preparation of his/her bid.

<u>AREA</u>	<u>CARPET</u>	<u>TILE</u>
1. Administration Office	1,152 sq ft	
2. Nurse's Office	499 sq ft	
3. Radio Room	132 sq ft	
4. Solid Waste Management Office	482 sq ft	420 sq ft
5. Traffic Engineering	588 sq ft	
6. Engineering Office	806.8 sq ft	733.25 sq ft
7. Copier Room		84 sq ft
8. Snack Room		152 sq ft
9. Conference Room		1,328 sq ft
10. Main Hallway		1,965 sq ft
11. Streets Office		529 sq ft
12. Streets Supervisor Office		132 sq ft
13. Streets Break Room/Kitchen Area		625.5 sq ft
14. Streets Hallway		135 sq ft
15. Street Sweeper Office		144 sq ft
16. Streets Department Office		552 sq ft
17. Property Maintenance Office and Break Room		640 sq ft
18. Property Maintenance Staff Office		493 sq ft

RESTROOMS

1. Administration	64 sq ft	136 sq ft
2. Engineering		160 sq ft
3. Fleet Operations		264 sq ft
4. Streets		66 sq ft
5. Property Maintenance		90 sq ft
6. Outside Rest Rooms		100 sq ft

FIRE DEPARTMENT ADMINISTRATION

LOCATION: STATION 1
301 South Beach Street

1. Total Square Footage..... 1,990 sq ft
2. Number of Offices.....7
3. Number of Desks.....15
4. Number of Chairs.....34
5. Number of Tables.....14
6. Number of Benches..... 3
7. Total Approximate Area of Carpet.....1,971 sq ft
8. Total Approximate Area of Vinyl..... 18 sq ft
9. Number of Vinyl Areas.....1
10. Number of Restrooms.....1

UTILITIES DEPARTMENT

MARION STREET COMPLEX

201 Marion 648 Total square feet

488 sf carpet

160 sf tile

215 Marion 711 Total square feet

all hard floors

220 Marion 2949 Total square feet

1887 sf carpet

1062 sf tile

219 Marion 1720 Total square feet

(upstairs only plus 15 stairs) 1320 sf carpet

400 sf tile

525 Magnolia 1600 Total square feet

all hard floors

LPGA COMPLEX

Lab A 2275 Total square feet

189 sf carpet

2086 sf hard floors

Lab B 2541 Total square feet

278 sf carpet

2263 sf hard floors

Inspector Building 904 Total square feet

all hard floors

Electrical panel closet and tool room are not included in the contract.

Central Maintenance Building 1,850 Total sf.
all tile

Utilities Water Plant
Administration 932 Total sf
42 sf carpet
890 sf hard floors

Utilities Wastewater
Administration 4,220 Total sf
1,832 sf carpet
2,388 sf hard floors

Water/Wastewater
Inspector's Building 932 Total sf
890 sf carpet
42 sf hard floors

BETHUNE POINT COMPLEX, 1 SHADY LN.

Bethune Point Administration Building 1,440 Total sf
all tile

Utilities Engineering and Administration, 125 Basin St.,

Suite 204 2,048 Total sf
1,916 sf carpet
132 sf tile

Suite 100 3,374 Total sf
3,248 sf carpet
126 sf tile

Suite 130/131 1,698 Total sf
1,634 sf carpet
64 sf tile

REVISED CUSTODIAL SERVICES FEE PROPOSAL FORM

RFP 0114-0170

Ref No.	Location	Unit of Measure	Annual Quantity	Unit Price	Total Annual Price (Quantity X Unit Price)
BASE BID ITEMS					
1	City Hall	Month	12	\$ 2709.97	\$ 32,519.64
2	Public Works Complex	Month	12	\$ 2038.40	\$ 24,460.80
3	All Police Facilities	Month	12	\$ 5107.73	\$ 61,292.76
4	Fire Administration	Month	12	\$ 290.07	\$ 3480.84
3	All Utilities Facilities	Month	12	\$ 2343.86	\$ 28,126.32
TOTAL ANNUAL BASE BID COST					\$ 149,880.36
TOTAL BASE CONTRACT COST (TOTAL ANNUAL COST X 3 YEARS)					\$ 449,641.08
ALTERNATE BID ITEMS					
A1	Fire Station 1	Quarter	4	\$ 319.13	\$ 1276.52
A2	Fire Station 2	Quarter	4	\$ 112.28	\$ 449.12
A3	Fire Station 3	Quarter	4	\$ 251.25	\$ 1005.00
A4	Fire Station 4	Quarter	4	\$ 117.00	\$ 468.00
A5	Fire Station 5	Quarter	4	\$ 142.82	\$ 571.52
A6	Fire Station 6	Quarter	4	\$ 129.38	\$ 517.52
A7	Fire Station 7	Quarter	4	\$ 161.25	\$ 645.00
TOTAL ANNUAL ALTERNATE BID COST					\$ 4932.68

Proposer: Jmc Services, Inc.

Signature of Person Submitting Proposal: 

Printed Name: Rick Stephens

Title: Executive VP

Date signed: 2/27/2014

Composite Exhibit C - RFP #0114-0170 and Contractor's Response

(Not attached, on file in the Office of the City Clerk)

ATTACHMENT 2:
CHAPTER 30: CODE OF ORDINANCE

Chapter 30 - CONTRACTS, PURCHASING, AND ACQUISITION OR DISPOSAL OF PERSONAL PROPERTY¹¹

Footnotes:

--- (1) ---

Editor's note— Ord. No. 12-121, § 1, adopted April 18, 2012, changed the title of Ch. 30 from "Contracts and Purchasing" to read as herein set out.

Cross reference— Any ordinance approving, authorizing or otherwise relating to any contract, agreement, lease, deed or other instrument saved from repeal, § 1-8(5); administration, ch. 2; businesses, ch. 26.

ARTICLE I. - IN GENERAL

Sec. 30-1. - Applicability.

- (a) Article II of this chapter applies to all expenditures and contracts for the acquisition of goods and services.
- (b) Article III of this chapter applies to the disposal of goods or personal property.
- (c) The city commission may waive compliance with any provision of this chapter by resolution where it determines that such waiver is in the best interests of the city.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-2. - Risk manager review required.

All bonds and insurance required by this chapter are subject to review by the risk manager.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-3. - City attorney approval required.

The City Charter requires city attorney approval of all contracts before the same will become effective. Approval will be indicated by signature of the city attorney on the contract. The city attorney may approve certain form contracts for purchase orders and small purchases.

(Ord. No. 12-121, § 1, 4-18-2012)

Secs. 30-4—30-24. - Reserved.

ARTICLE II. - PURCHASE OF GOODS OR SERVICES²¹

Footnotes:

--- (2) ---

Editor's note— Ord. No. 12-121, § 1, adopted April 18, 2012, amended Art. II in its entirety to read as herein set out. Former Art. II pertained to contracts and purchases, and derived from Code 1970, §§ 13½-0.1, 1—8, 15, 16; Ord. No. 00-352, 8-16-2000; Ord. No. 02-352, 7-3-2002; Ord. No. 06-72, 2-15-2006; Ord. No. 08-155, 7-2-2008; Ord. No. 09-117, 5-6-2009; Ord. No. 09-242, 9-9-2009; Ord. No. 10-09, 1-6-2010; Ord. No. 10-63, 3-17-2010. See also the Code Comparative Table.

DIVISION 1. - GENERALLY

Sec. 30-25. - Title.

The provisions of this article will be known and may be referred to as the "Purchasing Code."

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-26. - Purpose.

The purpose of this article is to provide for the fair and equitable treatment of all persons involved in the procurement of goods and services by the city, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-27. - Federal and state law requirements.

- (a) Procurement procedures authorized or required by federal or state law are deemed authorized by this article.
- (b) Where the procurement involves the expenditure of federal assistance or contract funds, the procurement will be conducted in accordance with applicable federal law and regulations.
- (c) If there is any conflict between the provisions of this purchasing code and any applicable provision of federal or state law, the provisions of the federal or state law apply.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-28. - Definitions.

Addenda means written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the solicitation documents or contract documents.

Bid means the base amount and any alternates which are part of the bid and which may be included in the awarded contract.

Bid bond means a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into the contract within a specified time and furnish any required performance and payment bonds.

Bid deposit means a sum of money, a certified or cashier's check, an irrevocable letter of credit, or other form of deposit expressly authorized by the invitation to bid, submitted by a bidder to guarantee that the bidder will enter into the contract within a specified time and furnish any required performance bond.

Bid security means either a bid bond or bid deposit.

Competitive selection means procurement via competitive sealed bid or competitive sealed proposal.

Consultants' Competitive Negotiations Act or *CCNA* means F.S. § 287.055, as it may be amended from time to time.

Contract means an agreement to purchase goods or services or both, regardless of whether the agreement is reduced to a single written document.

Cooperative organization means an organization of governmental agencies, or an organization representing governmental interests (such as the Florida Sheriff's Association or Florida League of Cities), that enters into a procurement contract for the benefit of the organization's members.

Cooperative contract means a contract between a vendor or contractor and a cooperative organization for the purchase of goods or services by members of the organization.

Expenditure means an outlay of city funds, or the application of funds that would otherwise be received by the city, in exchange for goods or services.

Florida Prompt Payment Act means F.S. §§ 255.0705—255.078, as amended from time to time.

Goods include but are not limited to supplies, equipment, materials, and printed matter.

Indefinite quantity contract means a written contract for a fixed term obligating the vendor to provide supplies or services in such quantities as the city may from time to time order at prices or rates set forth in the contract.

Local vendor means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including city zoning and licensing ordinances.

Multi-year procurement contract means any procurement contract for a term extending beyond the fiscal year in which the contract becomes effective, or any single-year procurement contract that provides for automatic renewal unless terminated.

Non-responsive means not in conformity with all of the requirements of the invitation to bid or request for proposals, except minor irregularities.

Piggyback contract means a city procurement contract, the terms and conditions of which are the same as or better than a procurement contract between the same supplier and another governmental entity.

Procurement or purchase means any acquisition of goods or services or both, including acquisition by lease.

Purchasing authority means the city commission or city officer authorized by this Code to make an expenditure for the purpose of procurement.

Responsive means conforming in all respects to the invitation to bid or request for proposals, except minor irregularities.

Service means the furnishing of labor, time, or other form of effort.

Small purchase means a procurement for \$25,000.00 or less. The term excludes any purchasing contract where the consideration provided by the city is non-monetary.

(Ord. No. 12-121, § 1, 4-18-2012)

Secs. 30-29—30-50. - Reserved.

DIVISION 2. - PURCHASING AUTHORITY

Sec. 30-51. - City commission.

Except as specifically provided otherwise, all procurements are subject to approval by the city commission and will be made in accordance with the competitive selection provisions of this article. No procurement will be artificially subdivided to avoid these requirements.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-52. - City manager.

- (a) *Small purchases.* The city manager may authorize expenditures and enter into contracts for small purchases; however, where more than one purchase or expenditure is made or entered into in connection with and directly related to the same project, the cumulative value of such purchases or expenditures will not exceed \$25,000.00 without approval of the city commission. Expenditures for normal maintenance and operational expenses for city facilities and departments are not expenditures for "projects" subject to the cumulative value spending limitation. Small purchases may be made without competitive selection; however, the city manager will adopt written guidelines for use of informal procedures to insure cost efficiency.
- (b) *Emergency purchases.* The city manager is authorized to procure goods and services as necessary to effect emergency repair or replacement of city equipment, facilities, and property; or to preserve public property or to protect the peace during public emergencies such as conflagrations, floods, riots, and storms. Emergency purchases will be made in the most efficient and effective means possible, as determined by the city manager. Abbreviated bidding or lowest and best quote procedures may be used where feasible, but competitive selection is not required. The city manager may approve and execute a written contract or change order to an existing contract for an emergency purchase. As soon as practical, the city manager will submit the emergency purchase, contract, or change order to the city commission for ratification by resolution.
- (c) *Entertainment services at designated cultural facilities.* The city manager is authorized to contract for professional entertainment at Daisy Stocking Park, the Oceanfront Bandshell, Peabody Auditorium, and any other facility designated by city commission resolution, in a manner and under terms and conditions that are in the best interest of the city, up to a maximum amount of \$150,000.00 for any individual entertainment contract. The city manager may contract for the performance of ancillary services such as advertising and stage labor necessary for performances provided no such individual contract exceeds a cost of \$75,000.00. Informal quotes should be obtained for such services where feasible, but competitive selection is not required.
- (d) *Housing assistance.* The city manager is authorized to contract for and expend up to \$125,000.00 for the reconstruction and rehabilitation of residential dwelling units that are eligible for program assistance pursuant to the city's adopted affordable housing assistance plans, using the competitive bid procedures.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-53. - City attorney.

The city attorney is hereby authorized to expend funds, purchase, and approve and execute written contracts as necessary for the following matters, and competitive selection is not required:

- (1) Litigation costs and expenses, including but not limited to filing fees, services of court reporters, and retention of expert witnesses; and
- (2) Retention of special outside legal counsel to advise, represent, and defend the city as necessary, including for litigation of cases covered by the city's self insurance program, in a manner and under terms and conditions that are in the best interest of the city and within budgeted amounts.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-54. - Cooperative and piggyback procurements.

- (a) Goods and services may be procured without competitive selection pursuant to a current, valid cooperative contract, provided that the prices and other terms of the city procurement must be fair and reasonable.

- (b) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions:
 - (1) Where the contract being piggybacked is another local government entity's contract, the contract being piggybacked must have been the result of a competitive solicitation. Where the contract being piggybacked is with a state or federal entity, the contract being piggybacked must not have been an emergency or sole source procurement.
 - (2) The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.
 - (3) All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-55. - Sole source procurements.

- (a) Purchases may be made from a sole source without competitive selection. Documentation will be provided stating that the goods or services are not available from any other source and explaining why the goods or services are the only goods or services meeting the needs of the city. For sole source procurement of materials for construction, modification, alteration, or repair of public facilities, the city will comply with the provisions of F.S. § 255.04, where applicable.
- (b) Sole source procurement is expressly authorized where maintenance services are required to be provided by a specific vendor in order to maintain product warranties or to ensure system standardization, or particular goods are required in order to maintain standardization or where standardization is likely to reduce financial investment or simplify administration.
- (c) Sole source procurement is not authorized based only on price differences where the same goods or services are available from multiple vendors.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-56. - City direct purchase of materials for use in a contracted public works project.

Procurement of supplies or materials may be made without competitive selection where the supplies or materials are procured by the city as an owner direct purchase for incorporation into a public work as defined by applicable state law, and the contract for the project was previously awarded by the city and included the cost of the supplies or materials. In such event, the city will procure the supplies or materials in accordance with Florida Statutes and regulations related to owner direct purchases by governmental entities.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-57. - Other procurements authorized without competitive selection.

- (a) The following goods and services may be procured without competitive selection:
 - (1) Goods that are in their nature unique, such as works of art for public places.
 - (2) Contracted personal services that due to required special skill, ability, training, or expertise, are in their nature unique, original, or creative, such as artistic services, accounting services, actuarial services, land use planning, academic or training programs by individuals, appraisal

services, health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration, and performances by professional entertainers.

- (3) Electric and other utility services that are offered only on a competitive basis or pursuant to tariffed rates.
- (4) Goods or services provided by other governmental entities.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-58. - Waiver of competitive selection requirements.

- (a) If the city commission elects to waive the competitive selection requirements of this article for a procurement in any instance, the commission will state its findings as to why the waiver is in the city's best interest.
- (b) A waiver of the competitive selection requirements of this article does not constitute a waiver of competitive selection requirements for public works projects governed by F.S. §§ 255.103 or 255.20. Any required waivers from the application of F.S. §§ 255.103 or 255.20 will be in strict accordance with those statutory provisions unless the city commission adopts an emergency ordinance.

(Ord. No. 12-121, § 1, 4-18-2012)

Secs. 30-59—30-80. - Reserved.

DIVISION 3. - SOURCE SELECTION AND CONTRACT FORMATION

Sec. 30-81. - Source selection.

- (a) Except as specifically provided otherwise in this purchasing code, all purchases of goods and services will be made by competitive sealed bidding or competitive sealed proposals in accordance with this division.
- (b) The preferred method of procurement will be competitive sealed bidding. Competitive sealed proposals may be used when sealed bidding is determined to be not practical or not advantageous to the city due to existing market conditions or the type of goods or service required.
- (c) Where competitive selection is required and only one bid or proposal is received in response to an invitation to bid or request for proposals, an award may be made to the sole bidder or proposer only upon a determination that:
 - (1) The price submitted or negotiated is fair and reasonable;
 - (2) Other prospective bidders or proposers had a reasonable opportunity to respond; and
 - (3) There is not adequate time for a re-solicitation due to conditions such as market volatility or project deadlines, or re-solicitation would not be likely to result in additional bids or proposals.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-82. - Competitive sealed bidding.

Solicitation and award of competitive sealed bids will be conducted as follows:

- (1) Invitations to bid may be issued administratively without prior city commission approval. Each invitation to bid will include specifications including a description of the proposed purchase and the contractual terms and conditions applicable to the purchase. The specifications will be

drafted in a manner that avoids unduly restricting competition. Every invitation to bid is subject to the city's right to reject all bids, whether or not such right is expressly stated in the invitation to bid.

- (2) Except where prospective bidders have been prequalified as provided in section 30-84, public notice of invitations to bid will be provided in a newspaper of general circulation within the city. Such notice may be a general notice referring bidders to the purchasing agent or a website for specific bid information. Except where notice for construction contracts is required pursuant to F.S. § 255.0525 or other federal or state laws or regulations, newspaper notice will be published at least seven days prior to the date set forth for the bid opening.

In addition, the city may post notice of the invitation to bid at a designated location in city hall and on the city's web site, and may directly solicit bids from prospective bidders in order to foster competition.

- (3) Bid security is required for all competitive sealed bids for construction projects. The security amount will be ten percent of the amount bid unless stated otherwise in the bid solicitation.
- (4) Bids must be submitted sealed, and must be identified as "sealed bid" on the envelope. Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid, the name of the bidder, and any other pertinent information as specified in the invitation to bid, will be read aloud and tabulated. The bid file, including all bids and the tabulation, will be available for public inspection in accordance with state law. The bid file will also denote those bids that have been rejected as non-responsive.
- (5) Correction or withdrawal of inadvertently erroneous bids is permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions is permitted; however, the city retains the right to waive minor irregularities.
- (6) The city will reject all non-responsive bids.
- (7) The city may terminate the bid process at any time prior to bid award. For those bids that are subject to city commission award, the city manager may terminate the bid process at any time prior to scheduling the matter for city commission determination unless directed otherwise by the city commission, and the city commission may also terminate the process at any time prior to bid award. Termination of the bid process after bids are received constitutes a rejection of all bids.
- (8) Unless the bid process is terminated, the city will award the contract to the responsible bidder submitting the lowest responsive bid, subject to application of any local preference granted. A bidder is responsible if it is determined that:
 - a. The bidder has the necessary ability and skill to perform the contract;
 - b. The bidder can provide the required quality and quantity of goods, services, or combination of goods and services promptly, without delay and within the time specified; and
 - c. The bidder has satisfactorily performed previous contracts of a comparable nature and scope.

For procurements requiring city commission approval, the determination as to whether a bidder is responsible will be made by the city commission.

- (9) Tie bids. If there are two or more low, responsive bids from responsible bidders that are identical in price, the tie will be awarded to the following, in order of preference:
 - a. The bidder qualifying for a local preference under this Code;
 - b. The bidder in compliance with drug free workplace certification requirements set forth in F.S. § 287.087; or

- c. If a tie remains after the application of the foregoing standards, the city commission shall award the bid to the bidder determined to be most responsible based upon the criteria for determining responsibility under section 30-82(8), in accordance with the following procedure:
 1. The city manager shall provide each bidder whose bid is tied written notice of the tie. The written notice shall provide the bidder five business days to submit to the city such additional information as the bidder deems to be appropriate or helpful to the city in determining the most responsible bidder.
 2. Based on a review of the information submitted by each tied bidder, the city manager shall make a recommendation to the city commission, in accordance with the criteria referenced, and schedule the proposed award for city commission review.
 3. The city commission shall hold a public hearing on the proposed award. Each of the tie bidders shall be invited to attend, and each shall be entitled to present evidence as to how the bidder meets the criteria in section 30-82(8). The commission shall make the award at the conclusion of the public hearing.

Nothing herein will be deemed to affect the commission's authority to reject all bids.

- (10) Where only one responsive bid is received, the city manager may negotiate with the bidder in order to obtain a fair and reasonable price. For those procurements subject to city commission approval, all such negotiations are subject to city commission approval. Bids are not subject to negotiation if more than one responsive bid is received.
- (11) Ten days after the formal opening of bids, the city will return the bid security to all bidders except the three bidders submitting the lowest responsive bids. The city will return the bid security of these three bidders within three days after the formation of the contract between the successful bidder and the city, or if the city rejects all bids, within three days after rejection.
- (12) Where the bid documents set forth conditions of a bid award such as the bidder's execution of a contract, provision of proof of insurance, provision of bonds, or completion of other specified actions within a time certain, the city commission may approve the award subject to the bidder's compliance with such conditions; and if the bidder fails to complete all such actions the city may cancel the bid award. Upon cancellation of bid award, the city may award the bid to the responsible bidder who submitted the next lowest and responsive bid, or the city may terminate the bid process and reject all bids.
- (13) Upon the termination of the bid process the city may re-solicit bids, solicit competitive proposals, or make the required purchase by any other legal means.

(Ord. No. 12-121, § 1, 4-18-2012; Ord. No. 16-27, § 1, 1-20-2016)

Sec. 30-83. - Competitive sealed proposals.

Solicitation, negotiation, and award of competitive sealed proposals will be conducted as follows:

- (1) Competitive sealed proposals will be solicited through a request for proposals. Requests for proposals may be issued administratively without prior city commission approval; however, at least five days prior to issuance the city manager will provide a copy of the request for proposals to the mayor and each city commissioner.
- (2) The request for proposals will set forth in reasonable detail the nature of the procurement desired, the criteria to be used in evaluating proposals including how criteria will be weighted if applicable, the information which must be submitted, and the deadline for submittals. Every request for proposals is subject to the city's right to reject all proposals, and to condition acceptance on modification of such proposals, whether or not such rights are expressly stated in the request for proposals.

- (3) Except where prospective providers of service have been prequalified as provided in section 30-84, public notice of the request for proposals will be given in the same manner as required for competitive sealed bidding. The city will provide a request for proposal to any person desiring one and may charge a reasonable fee for the requested documents consistent with the public records law.
- (4) The city manager will evaluate and rank all responsive proposals based on the criteria identified in the request for proposals. The scope of evaluation will include the qualifications of the offeror and any additional information deemed necessary for proper evaluation.
- (5) The city manager may shortlist and negotiate with the offerors submitting the highest ranked proposals, subject to application of any local preference granted. During negotiation the city manager may request revised proposals from shortlisted offerors.
- (6) If after shortlisting and engaging in negotiations, the city manager is unable to negotiate satisfactory contract terms with any of the shortlisted offerors for award of the contract (if within the city manager's authority) or for recommendation to the city commission. The city manager may terminate negotiations with any or all of the shortlisted offerors and may replace them with remaining offerors based on ranking; or unless directed otherwise by the city commission, the city manager may terminate all negotiations and cancel the request for proposals.
- (7) The city manager will have the authority at any time to terminate all negotiations and cancel the request for proposals, unless directed otherwise by the city commission. For procurements requiring city commission approval, the city commission may cancel the request for proposals at any time before a contract resulting from the negotiations is finalized.
- (8) Cancellation of the request for proposals after initial proposals are received constitutes a cancellation of all ongoing negotiations and a rejection of all proposals. Upon the cancellation of proposals the city may re-solicit proposals, solicit competitive bids, or procure required goods or services by any other legal means.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-84. - Prequalification.

- (a) The city may require prospective contractors and vendors to prequalify for the right to submit bids or proposals for procurement of goods or services, including construction services and continuing professional services, whenever the city determines prequalification to be in the city's best interest.
 - (1) Prequalification will be solicited through the issuance of a request for qualifications. The request will require at a minimum that the contractor or vendor answer questions that are contained in a pre-qualification questionnaire.
 - (2) Public notice of the request for qualifications will be provided in a newspaper of general circulation within the city. Newspaper notice will be published at least seven days prior to the date set forth for as the deadline for receipt of submissions, or at such other time as may be required by state law, and may be a general notice referring bidders to the purchasing agent or a website for specific bid information. In addition, the city may post notice of the request for qualifications at a designated location in city hall and on the city's web site, and may directly solicit submittals from prospective contractors and vendors in order to foster competition. The city will also provide a request for qualifications to any person desiring one and may charge a reasonable fee for the request documents consistent with the public records law.
 - (3) The pre-qualification questionnaire will include questions pertaining to the following criteria:
 - a. The familiarity and experience of the prospective contractor or vendor with the particular type of goods or services required.

- b. The sufficiency and availability of personnel, equipment, materials, and other facilities or resources of the prospective contractor or vendor to accomplish the designated work or provide the construction or contract supplies, materials, or reports and opinions.
 - c. The ability of the prospective contractor or vendor to provide required bonds and insurance, including indemnity and where applicable, maintenance of completed improvements.
 - d. The financial ability and condition of the prospective contractor or vendor to accomplish the work designated.
 - e. The experience of the prospective contractor or vendor in performing the designated work as well as experience in performing similar work.
 - f. The safety record of the prospective contractor or vendor.
 - g. The record of the prospective contractor or vendor within the preceding five years regarding claims, arbitration, mediation, or litigation filed by or against the prospective contractor or vendor regarding public or private construction contracts or other contracts where the prospective contractor or vendor provided services, supplies, materials, opinions, or reports.
 - h. Any other information deemed appropriate for the particular purchase or contract.
- (4) Persons responding to the request for pre-qualifications will answer all questions under penalty of perjury. All responses will be submitted in a sealed envelope.
 - (5) The city manager will evaluate all responsive submittals using a uniform rating system. For bids or proposals requiring city commission approval, the city manager will forward recommendations based on these evaluations to the city commission and the city commission will determine which, if any, of the contractors or vendors who participated in the process are qualified to submit bids or proposals. In all other instances the city manager is authorized to determine which, if any, of the contractors or vendors are so qualified.
 - (6) Upon the conclusion of the pre-qualification proceeding, if the city determines that only one contractor or vendor is qualified, the city may proceed to negotiate a contract with the vendor under such terms and conditions as the city may require. If the city determines that more than one contractor or vendor is qualified, invitations to bid or requests for proposal will be mailed only to those contractors or vendors who are determined to be qualified. No additional public notice will be required regarding an invitation to bid or request for proposals that is open only to prequalified contractors or vendors.
- (b) Prequalification under this section is specifically authorized for service providers such as construction management entities, program management entities, and contractors as referenced in F.S. §§ 255.19 and 255.20, and consultants providing professional services governed by the CCNA. The prequalification procedures used in this section will apply except to the extent that CCNA or other state law requires otherwise.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-85. - Competitive sealed bids and proposals—Major and minor irregularities.

- (a) The purchasing authority may waive minor irregularities in sealed bids or proposals. Minor irregularities include the following:
 - (1) Failure to acknowledge addenda which do not affect price.
 - (2) Failure to submit the correct number of copies.
 - (3) Failure to specify delivery or payment terms unless such specification is expressly required in the bid or proposal.
 - (4) Failure to provide references at the time the bid or proposal is submitted.

- (5) Failure to extend unit prices.
 - (6) Failure to submit written evidence that the agent signing for an owner had authority to bind the bidder or proposer.
- (b) The purchasing authority will not waive major irregularities in sealed bids or proposals. Major irregularities include the following:
- (1) Failure to sign the bid or proposal.
 - (2) Failure to submit valid bid security when required, or submission of bid security in an insufficient amount.
 - (3) Failure to acknowledge an addendum which affects bid price.
 - (4) Failure to submit samples or literature when specifically required in order to evaluate a bid or proposal.
 - (5) Failure to submit the bid or proposal on time.
 - (6) Failure to submit complete bid pricing pages.
 - (7) Exceptions or qualifications in a bid.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-86. - Local preference in competitive procurement awards.

- (a) *Purpose and findings.* The city annually spends significant dollars on purchasing goods and services, including for the construction of improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the corporate city limits, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.
- (b) *Competitive bids.* Where the lowest responsive bid by a responsible bidder is submitted by a non-local vendor, and the lowest responsive bid submitted by a responsible local vendor is within ten percent of that bid, then such local vendor and such non-local vendor each will have the opportunity to submit, within five 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 will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a responsible local vendor and a responsible non-local vendor, the bid will be awarded to the local vendor.
- (c) *Competitive sealed proposals.* Where proposals submitted for a negotiated purchase are rated by a point system, a local vendor may be granted a preference of up to ten percent of the total available points. Where the contract is for the purchase of services, the exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors. If the ranked list of the most highly qualified firms does not include a local vendor, then the highest ranked local vendor will be included on the list of firms with whom the city manager negotiates. All firms on the resulting list will be given the opportunity to submit a best and final fee proposal when the evaluation includes price. Best and final fee proposals will be evaluated and the final ranking will be based upon that final evaluation.
- (d) *Local preference not required.* This section will not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-87. - Procurements by lease and multi-year procurements.

- (a) Unless otherwise provided by law, a procurement contract may be entered into for any period of time deemed to be in the best interest of the city.
- (b) Unless the city commission expressly approves otherwise, every contract for procurement of goods by lease will provide the city the right to terminate without cause on 90 or fewer days' notice, or the right to terminate based on non-appropriation.
- (c) Unless the city commission expressly approves otherwise, every contract for a multi-year procurement will provide the city the right to terminate without cause on 90 or fewer days' notice, or the right to terminate based on non-appropriation; and will further provide that in the event of termination as described above the maximum reimbursement available to the contractor will be the reasonable value of goods and services delivered and accepted through the termination date.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-88. - Indefinite quantity contracts.

The city commission may award indefinite quantity contracts whenever it is impractical to determine in advance the precise quantities of goods or services needed. In approving an indefinite quantity contract, the city commission may authorize the city manager to make expenditures up to a maximum stated amount or to expend such sums as may be budgeted and appropriated for purchase orders under the contract.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-89. - Design-build contracts.

- (a) *Purpose.* This section will apply whenever the city elects to use design-build services for a construction project, and is intended to assure compliance with the CCNA.
- (b) *Development of design criteria.* A design criteria professional who is a city employee or a consultant selected and engaged in accordance with F.S. § 287.055(4), (5), will prepare a design criteria package specifying performance criteria for the project. The performance criteria will include but not be limited to size, net interior space provisions, location, material quality standards, cost, construction schedule, site development requirements, landscaping, grading, utility provisions for water, power, telephone, storm water disposal, and parking provisions.
- (c) *Firm selection procedure.* After preparation of the design criteria package, a design-build firm will be selected using a qualifications-based procedure in compliance with F.S. § 287.055(3)—(5), or a competitive proposal process. If a competitive proposal process is used, it will comply with sections 30-83 through 30-85 of this purchasing code, except as follows:
 - (1) The request for proposals may provide for a single-step or a two-step proposal and evaluation process. In a single-step process, proposals will be ranked based on qualifications and weighted criteria including price, technical, and design aspects. In a two-step process, the first submittal will address only firm qualifications. Qualified firms will then have an opportunity to submit price, technical, and design information. After receipt of the additional submittal, proposals will be evaluated and ranked in accordance with the weighted criteria.
 - (2) The city manager will negotiate with at least three of the highest ranked firms submitting proposals, or where fewer than three firms have submitted proposals, with all firms that submitted proposals.

- (d) *Design criteria professional's assistance.* The design criteria professional will assist the city in evaluating proposals, negotiating with firms, and administering the contract. This assistance includes review of detailed working drawings submitted by the selected firm and evaluation of the selected firm's compliance with the design criteria package.
- (e) *Waiver.* The city commission may waive some or all of the requirements of this section where a good faith estimate of the construction cost is less than the category five threshold set forth in F.S. § 287.017, or where the city commission determines that a valid public emergency exists.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-90. - Contract security.

- (a) When a construction contract for a specific construction project is awarded in excess of \$100,000.00, the contractor must provide security in the form of performance and payment bonds, cash deposits, or irrevocable letter of credit in conformance with the minimum requirements of F.S. § 255.05, and will become binding upon the execution of the contract. The required security must equal 100 percent of the price specified in the contract and will be conditioned upon the contractor's performance in the time and manner prescribed in the contract, and prompt payment to all persons supplying labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract and who are claimants as defined in F.S. § 255.05(1).
- (b) For all construction contracts and for all non-construction contracts, the city reserves authority to require payment and performance bonds and other contract security as the city deems to be in its best interest, and where such contract is awarded pursuant to an invitation to bid or request for proposal, the invitation or request will set forth the required amount and other terms and conditions relating to contract security.
- (c) Any bid, payment, or performance bonds provided as bid or contract security must be written by a surety company authorized to do business in the state and must be accompanied by evidence of the authority of the issuing agent. In addition, no such bond in an amount greater than \$5,000.00 will be accepted unless the surety company executing the bond is currently listed by the U.S. Treasury Department as approved to write bonds for federal projects in an amount not less than the amount of the bond tendered to the city.

(Ord. No. 12-121, § 1, 4-18-2012)

Secs. 30-91—30-139. - Reserved.

DIVISION 4. - PROCUREMENT CONTRACT ADMINISTRATION

Sec. 30-140. - Formal amendment required.

No executed written contract for the purchase of goods or services will be modified except by a formal written amendment or change order authorized in accordance with the provisions below.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-141. - Amendments and change orders—Sufficiency of funds required.

- (a) No amendment to a procurement contract increasing the cost of the procurement will be approved unless the certification as to sufficiency of funds required by this Code has been made.
- (b) No change order increasing the cost of a procurement contract will be issued unless the certification as to sufficiency of funds required by this Code has been made.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-142. - Administrative authority to issue change orders affecting contracts awarded by city commission.

- (a) The city manager is authorized to issue a change order or multiple change orders increasing the adjusted contract price of any contract awarded by the city commission up to a maximum cumulative amount of \$25,000.00 or five percent of the adjusted contract price, whichever is greater. For purposes herein, "adjusted contract price" means the original contract price or the contract price resulting from city commission-approved change orders or contract amendments.
- (b) The city manager is authorized to issue a change order increasing the price of a contract awarded by the city commission in excess of the amount set forth in (a) of this section where the increase is necessary to effect emergency repairs or replacements, due to exigent circumstances encountered during the performance of the contract, or to prevent increased costs due to reasonable delay claims by the contractor, subject to compliance with section 30-52(b) of this Code for emergency purchases including prompt submission to the city commission for ratification.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-143. - Administrative authority to issue change orders affecting contract time.

- (a) The city manager is authorized to issue a change order or multiple change orders to extend time for performance where necessary to avoid a contractor's claim for delay due to circumstances such as force majeure events or the city's actions or omissions. The cumulative effect of such change orders will not extend time for performance by more than 60 days or ten percent of the adjusted contract time, whichever is greater. For purposes herein, "adjusted contract time" means the original contract time plus or minus any time adjustments previously approved by the city commission by amendment or change order.
- (b) The city manager is authorized to issue a change order extending the time for performance beyond the time set forth in (a) of this section where necessary to prevent increased costs due to reasonable delay claims by the contractor, subject to compliance with section 30-52(b) of this Code for emergency purchases including prompt submission to the city commission for ratification.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-144. - Extension of procurement contracts.

- (a) The city commission may authorize the city manager to exercise options to renew on the city's behalf when the contract clearly sets forth price and other terms applicable during the extension period.
- (b) Where an invitation to bid or request for proposals provides a specific time period for which goods or services are sought, no resulting procurement contract will be extended beyond that time period.

(Ord. No. 12-121, § 1, 4-18-2012)

Sec. 30-145. - Administrative amendments to procurement contracts.

The city manager is authorized to execute amendments that solely involve a name change or the substitution of a party caused by a corporate acquisition (stock or assets) or merger, or resulting from a court order (such as the appointment of a receiver or trustee, federal or state forfeiture, by way of illustration and not limitation).

(Ord. No. 12-121, § 1, 4-18-2012)

Secs. 30-146—30-179. - Reserved.

DIVISION 5. - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES³

Footnotes:

--- (3) ---

Editor's note— Ord. No. 12-121, § 2, adopted April 18, 2012, redesignated former Art. III, §§ 30-146—30-151, as Art. II, Div. 5, §§ 30-180—30-185, as set out herein. See also the Code Comparative Table.

Cross reference— Businesses, ch. 26.

Sec. 30-180. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bid means all purchase prices sought by procurement methods as described in this chapter.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure, building, roadway, or other public improvements of any kind to any public real property. It does not include the routine operation, repair or maintenance of existing structures, buildings or real property.

Contract means all types of city agreements, regardless of what they may be called, for the purchase or disposal of supplies or services or performance of construction with the following exceptions: salaries/employee benefits, taxes, judgments, travels, dues, pensions, utilities, subscriptions, auto allowances, debt service requirements and postage. It includes contracts for a fixed price, costs, cost plus a fixed fee, or incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders.

Good faith efforts includes demonstrations and actions which show that the stated goal was pursued far beyond neutrality; indeed, was pursued intensely. Acting in a manner such that a prudent and reasonable person would conclude that the stated goal would be achieved.

Minority means Blacks, Hispanics, American Indians, Alaskan Natives, Asians, and Pacific Islanders.

Minority business enterprise (MBE) means a business which is 51 percent or more owned by minority group members; or for a publicly owned business the voting stock of which is 51 percent owned by minority group members. The minority group membership must exercise actual day-to-day management and control of the business. The minority business enterprise shall be construed to include only workers employed and paid directly by the minority business enterprise receiving such contract award and equipment owned or rented by the minority business enterprise, with or without operators.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes professional services, but does not include employment agreements or collective bargaining agreements.

Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases, but excluding land or a permanent interest in land.

Women business enterprise (WBE) means a business firm which is 51 percent or more owned by women group members; or for a publicly owned business the voting stock of which is substantially 51 percent owned by women group members. The women group membership must exercise actual day-to-

day management and control of the business. The women business enterprise shall be construed to include only workers employed and paid directly by the women business enterprise receiving such contract award and equipment owned or rented by the women business enterprise, with or without operators.

(Code 1970, § 13½-9; Ord. No. 12-121, § 2, 4-18-2012)

Cross reference— Definitions generally, § 1-2.

Sec. 30-181. - Compliance officer; compliance procedures.

- (a) The city manager shall designate a compliance officer whose duty it shall be to monitor the participation of contractors with the city in contracts for supplies, services, and construction. The compliance officer shall:
- (1) Prepare a listing of the minority and women business enterprises.
 - (2) Assist in implementing compliance guidelines, monitoring and reporting procedures to increase the participation of minorities and women in business contracts with the city and in the work forces of contractors and subcontractors doing business with the city.
 - (3) Assist in determining good faith efforts or lack of responsiveness in the performance of contracts.
 - (4) Report evidence of lack of responsiveness.
 - (5) Perform other duties relating to this article as may be directed by the city manager.
- (b) Nothing in this article shall be construed as requiring the city manager to hire a new or additional employee to fill the position of compliance officer as called for in this section.

(Code 1970, § 13½-12; Ord. No. 12-121, § 2, 4-18-2012)

Cross reference— Officers and employees, § 2-86 et seq.

Sec. 30-182. - Establishment of goals.

- (a) *Business.* Annually, the city commission shall review the level of MBE/WBE participation in business contracts (i.e., contractors, subcontractors) with the city. The commission may adjust the goals for business contract participation to reflect experience and the relevant availability of MBE/WBE businesses. In reviewing the level of minority and women participation in business with the city, calculation of the rate shall not include amounts for contracts for which no MBE/WBE bid or for which no MBE/WBE meets the specifications.
- (b) *Employment.* Annually, the city commission shall review the level of participation in employment of minorities and women combined in the work forces of its contractors and subcontractors. The commission may adjust the goals for minority and women employment participation to reflect experience and availability of minorities and women with requisite skills.

(Code 1970, § 13½-10; Ord. No. 12-121, § 2, 4-18-2012)

Sec. 30-183. - Contract awards.

- (a) Contractors doing business with the city shall comply with the goals established in section 30-148 and shall prepare information which reports the MBEs, WBEs utilized, the amount of such awards, and minority and women work force participation and, if such levels and percentages are not

achieved, shall provide evidence of good faith efforts made to achieve the goals stated in subsection 30-148(a).

- (b) If a good faith effort cannot be established, the compliance officer shall report such nonresponsiveness. The city commission may review the finding of nonresponsiveness, agree, modify, and/or impose appropriate penalties or institute actions upon the contractor, including but not limited to debarment from the award of present or future contracts to do business with the city for one year and forfeiture of retainage withheld pursuant to the contract.
- (c) Any business owner who shall knowingly engage in any type of subterfuge or deceit to receive a contract award under the terms of this article or who shall attempt to transfer the benefits of this article to persons or firms other than those intended to benefit from the terms of this article shall be permanently barred from receiving any future contractual awards from the city. In addition, the city may declare a forfeiture of retainage withheld pursuant to contract.
- (d) Nothing in this section shall be construed to require the award of a contract to an MBE, WBE, or other purveyor of supplies, services or construction which fails to meet contract specifications or for which the bid is unreasonably priced or for which the bid is not in the best interest of the city nor is the lowest and best bid.

(Code 1970, § 13½-11; Ord. No. 12-121, § 2, 4-18-2012)

Sec. 30-184. - Failure to maintain employment levels and percentages.

If it is determined by the compliance officer that a contractor with the city has, at any time during the term of the contract, failed to maintain the minority and female employment levels and minority and women-owned business enterprise percentages established pursuant to section 30-148 and also failed to show good faith effort to maintain such levels and percentages, the compliance officer shall document the noncompliance and report it to the city commission. The city commission may then impose appropriate penalties upon the contractor, including but not limited to debarment from submitting further bids to the city for a period of one year and forfeiture of retainage withheld pursuant to the contract.

(Code 1970, § 13½-13; Ord. No. 12-121, § 2, 4-18-2012)

Sec. 30-185. - Conformity with applicable laws.

This article shall be construed according to and in conformity with acts of Congress and of the state legislature concerning the bidding and awarding of contracts and with the Charter and this Code. Where sections of this article come into conflict with either federal law, state law, the Charter or this Code, such conflict shall be resolved in favor of applicable federal law, state law and the Charter and Code, in that order.

(Code 1970, § 13½-14; Ord. No. 12-121, § 2, 4-18-2012)

Secs. 30-186—30-200. - Reserved.

ARTICLE III. - DISPOSITION OF CITY EQUIPMENT AND MATERIALS⁴¹

Footnotes:

--- (4) ---

Editor's note— Ord. No. 12-121, § 3, adopted April 18, 2012, added a new Art. III, §§ 30-201, 30-202, as set out herein. Section 2 of said ordinance redesignated the former Art. III, §§ 30-146—30-151, as Art. II, Div. 5, §§ 30-180—30-185. See also the editor's note at Art. II, Div. 5, and the Code Comparative Table.

Sec. 30-201. - Definition.

Surplus property means any city-owned supplies, vehicles, equipment, or other personal property no longer having any use or value to the city. This includes obsolete and scrap property, property that has completed its useful life cycle, and property turned over by the police department to the purchasing department for disposal pursuant to F.S. ch. 705.

(Ord. No. 12-121, § 3, 4-18-2012)

Sec. 30-202. - Authority to dispose of surplus equipment and materials.

- (a) The city manager may dispose of the following types of surplus property by the method or methods deemed to be most advantageous, convenient, and economical:
- (1) Materials and supplies which are not fixed assets.
 - (2) Any motor vehicle.
 - (3) Any fixed asset having a net book value of less than \$5,000.00.
 - (4) Any fixed asset regardless of its net book value when immediate disposal is necessary in response to an emergency, for the preservation or protection of other city property, or to protect public health or safety.
- (b) City commission approval is required prior to disposal of any other surplus property. In authorizing disposition the city commission may dictate the manner of disposal, or may authorize the city manager to dispose of the surplus supplies by the method or methods deemed to be most advantageous, convenient, and economical.

(Ord. No. 12-121, § 3, 4-18-2012)

Secs. 30-203—30-229. - Reserved.