



Invitation to Bid #20-05

HVAC Repair and Preventative Maintenance

Bids due by July 1, 2020

At 3:00pm: City Hall

300 Municipal Drive

Madeira Beach, FL 33708

CONTACT:

Jamie Ahrens, Public Works Director

Megan Wepfer, Administrative Assistant

Phone: (727)391-9951 EXT 400

Phone: (727) 543-8154

Email: jahrens@madeirabeachfl.gov

Email: mwepfer@madeirabeachfl.gov

OVERVIEW: The City of Madeira Beach is soliciting Bids to obtain the services of a qualified contractor, having experience and qualifications in preventative maintenance and repair of commercial and industrial heating and air conditioning systems including furnishing of all labor, equipment, tools, materials, incidentals and performing all operations necessary as described in this invitation to bid. Any Bidder wishing to submit a Bid must comply with the requirements contained in this invitation to bid. A Mandatory Pre-Bid meeting is scheduled for June 22, 2020 at the City of Madeira Beach (City) City Hall Building, 300 Municipal Dr., Madeira Beach, FL. Interested parties are encouraged to attend to obtain additional information about the solicitation process and ask questions for clarification of the requirements.

The City currently has 4 locations throughout Madeira Beach which will require HVAC services.

- City Hall – 300 Municipal Dr.
- Fire Department – 300 Municipal Dr.
- Rec Center- 200 Rex Place
- Marina – 503 150th Ave.

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

These are the only methods of notification and distribution authorized by the City.

ADDENDA: Any interpretations, corrections, or changes to this INVITATION TO BID will be made by addenda. Sole issuing authority shall be vested in the Public Works Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Sealed Bids and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708. Bids must be presented in a sealed container unless otherwise indicated. All Bids must be clearly marked “ITB 20-05 - HVAC Repair and Preventative Maintenance Services”. The number of this INVITATION TO BID must appear on all correspondence, or inquiries, pertaining to this bid. The Bidder’s name, return address, the bid number, bid title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly identifying Bidder and marked “ORIGINAL”.
- Three (3) bound copies clearly identifying Bidder and marked “COPY”
- One (1) USB Electronic copy

LATE BIDS: Hard copy Bids received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Bidder to ensure its Bid is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

BID OPENINGS: All Bids submitted before the Due Date and Time shall be publicly opened by the Public Works Director at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

| ACTIVITY | DATE |
|------------------------------------|------------------------------|
| Advertisement for Bid | June 10, 2020 |
| Mandatory Pre-Bid meeting | June 22, 2020 @ 2:00PM |
| Deadline for Delivery of Questions | June 24, 2020 |
| Answers posted by | June 26, 2020 |
| Bid Opening | July 1, 2020 |
| Commission Award of Contract | July 8 th , 2020* |

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this invitation to bid, contact the Public Works Director via email at jahrens@madeirabeachfl.gov. Such contact shall be for clarification purposes only.

QUESTIONS: Each Bidder must examine this bid, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this bid, such as discrepancies, omissions and exceptions to any term or condition of the INVITATION TO BID documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

Failure of the Bidder to examine all pertinent documents shall not entitle the Bidder to any relief from the conditions imposed in the Agreement.

[Remainder of page intentionally left blank]

Section 1. SPECIAL TERMS AND CONDITIONS

Addenda, Changes, and Interpretations

Requests for clarification, modification, interpretation, or changes must be received prior to the Deadline for Delivery of Questions. Requests received after the Deadline may not be addressed.

Additionally, all questions received, and responses given will be provided via an addendum to this INVITATION TO BID and uploaded to the City Website and DemandStar.

All addenda are a part of the INVITATION TO BID solicitation documents and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Response will not relieve the Bidder from any obligation contained therein.

Selection of Bid

Prior to contract award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the City. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of bid and any proposed subcontractors, suppliers and individuals, or entities to perform the Work in accordance with the Contract Documents. In evaluating whether a Bidder is responsible, the City will consider the qualifications of the Bidder and may consider the qualifications and experience suppliers proposed for those portions of the Work for which the identified suppliers must be submitted as provided in the Bid Documents. The City will also consider whether the Bidder is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. City, at its sole discretion, may select the Bidder that it believes is appropriately qualified, responsible, and responsive.

Lobbying

Lobbying is prohibited in all City of Madeira Beach competitive selection processes and contract awards including but not limited to, requests for qualifications, bids, or proposals the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a bid protest being resolved, or the competitive selection process being otherwise concluded. The prospective Bidder may contact the City's main office as specified on page 1 of this Invitation to Bid, to address situations such as clarifications relating to the procurement process or Bidder protest.

Lobbying of evaluation committee members, city government employees, or elected officials regarding invitation to bids, request for qualifications, invitations to bid, purchasing contracts, or bid protests, by the Bidder/protestor any member of the Bidder's/protestor's staff, any agent or representative of the Bidder/protestor, or any person employed by any legal entity affiliated with or representing a Bidder/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board of Commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a Bidder/protestor will result in the disqualification or rejection of the Proposal, quotation, statement of qualification, Proposal or contract, and may lead to debarment of the Bidder or Bidder/protestor.

For purposes of this provision, lobbying means influencing or attempting to influence action or non- action, and/or attempting to obtain the goodwill of persons specified in this section involved in the selection, ranking, or contract award in connection with any invitation to bid, request for quotation, requests for qualification, Proposal or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract will be the effective date of the purchasing contract.

Any evaluation committee member, city government employee or elected official who has been lobbied must immediately report the lobbying activity to the City Manager.

Award

The City reserves the right to make an award to the lowest responsible, responsive bidder.

Identical Tie Proposal

In the event that two or more Bids are identical in price, quality, and service, the selection will be determined by drawing straws or flipping a coin.

The City's Acceptance or Rejection of Bids

- Reject any and all Bids that fail to satisfy the requirements and specifications in this INVITATION TO BID
- Accept the Bid, which is the lowest responsible, responsive bidder.
- Waive minor irregularities in any Bid
- Issue addenda or otherwise revise the requirements in this INVITATION TO BID
- Reject all Bids, with or without cause
- Issue requests for new Bids
- The City concludes that collusion existed among two or more Bidders
- Cancel this invitation to bid

Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

Award of Agreement

An Agreement may be awarded by the Board of Commissioners. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Bidder(s) that is lowest responsible, responsive bidder

The Successful Bidder(s) shall not begin work until an Agreement has been awarded and contract signed by the Board of Commissioners.

Anti-Collusion:

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future City solicitations for a specified period.

The City reserves the right to disqualify a Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Bidder.

Specifications:

The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Bidder must notify the Purchasing Department prior to the Deadline for Delivery of Written Questions. If no such notification is received prior to the Deadline for Delivery of Written Questions, the City will consider the specifications to be acceptable to all Bidders.

Bid Firm for Acceptance:

Bidder warrants that by virtue of submitting a Bid, the Bid and the prices quoted in the Bid will be firm for acceptance by the City for a period of one hundred fifty days from the Due Date and Time.

Communications:

Only written communications from Bidder, which are signed by a person authorized to bind the Bidder will be recognized by the City as duly authorized expressions on behalf of Bidder.

[Remainder of page intentionally left blank]

SECTION 2: SCOPE OF SERVICES

SCOPE: The Successful Bidder will provide all labor, supervision, equipment, parts and supplies for HVAC Repair and Preventive Maintenance services at various City buildings located in Madeira Beach. Prospective bidders are being asked to provide costs for a fixed compensation preventative maintenance contract, which shall include compensation for all filters, belts, other related materials associated with the performance of preventative maintenance, labor, and overhead for each facility. Compensation for general and emergency repairs to the systems will be on a time and material basis, with the scope of work to be mutually agreed upon by the City and the contractor. The Contractor shall have the capability to service multiple locations at any given time within the City of Madeira Beach.

1. REQUIREMENTS

Successful Bidder shall:

- a. Perform routine HVAC maintenance to ensure the City's Air Conditioning and Heating systems are working correctly
- b. Perform planned and unplanned service and repairs to the City's HVAC systems.
- c. Provide HVAC installation services.
- d. Maintain a current Florida Department of Business & Professional Regulation Contractor Certified License and/or a Registered License to perform work for hire within the State of Florida for the term of the Agreement.
- e. Must maintain a minimum of six full-time employees who each have three years of experience as either an HVAC Mechanic, Air Conditioning Technician and/or Refrigeration Technician.
- f. Secure all permits and arrange for HVAC inspection, as required by City Building Codes.
- g. Perform all work in compliance with City Building Codes and Florida Law.
- h. Only use parts and materials that are first grade products from a reputable manufacturer.
- i. Shall obtain City approval of all parts and materials prior to installation.
- j. Install all parts and materials in compliance with the standards of good workmanship and shall be approved by the City.

2. SERVICE REQUIREMENTS

Upon request by the City, Successful Bidder shall provide the following:

- a. General repair of existing domestic, commercial, and industrial air conditioning systems including chillers, cooling towers, and thermal storage units.
- b. Locating and repair of refrigerant leaks, recharging, and check-out systems.
- c. Provision of parts and installation of air conditioning equipment including compressors, evaporators and control equipment to repair or replace existing installations.
- d. Replacement of air conditioning equipment ducts and other equipment that is in need of repair.
- e. Provision of parts and installation of all piping systems, air conditioning ducts and equipment to complete the new work or rehabilitation project.
- f. Complete revision of the air conditioning system in a building that is being rehabilitated for a new use.

3. PREVENTIVE MAINTENANCE (PM)

For all air conditioning equipment at each site Bidder shall complete the following PM:

City of Madeira Beach
ITB 20-05

HVAC REPAIR & PREVENTATIVE MAINTENANCE

a. **PM I. 3x per year “Quarterly” Maintenance and inspection scope of work**

- i. Supply and install pleated pre-filters in all air handling units (see filter schedule).
- ii. Inspect fan assembly
- iii. Verify proper pulley alignment and check and tighten belts, where applicable.
- iv. Inspect coils for cleanliness and integrity
- v. Check motor operating conditions
- vi. Inspect electrical connections and contactors
- vii. Inspect safeties for proper mounting and operation
- viii. Clean drain pan and check condensate lines for proper drainage & install pan treatment
- ix. Inspect unit cabinet for proper integrity
- x. Measure temperature across the coil under operating conditions
- xi. Provide a report of findings and possible deficiencies

b. **PM II. 1x per year “Annual” Maintenance and inspection scope of work**

- i. All task listed above
- ii. Clean condenser and evaporator coils
- iii. Replace belts in all belt driven equipment
- iv. Lubricate fan and motor bearings per manufacturer’s recommendation
- v. Tighten all nuts and bolts loosened by vibration
- vi. Lubricate and adjust associated dampers
- vii. Check pressurization of building for any issues.

NOTE: Contractor is responsible for supplying the filters, refrigerant, oils, grease, lubricants, coil cleaners, cleaning supplies, belts and all other materials required to complete each PM). Reports for each site and the status of the equipment will be given to the Public Works Director after each visit.

4. **GENERAL REPAIRS:** Bidders are required to provide pricing for standard labor hours and weekend, holiday, afterhours labor hours for the performance of repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer’s specifications. It is expected that the general repair service will be available 24 hours a day, 7 days a week, year round. Bidders must also provide a mark-up percentage factor that they would apply to their cost of parts in determining the City’s cost for those parts necessary for repair. General Repair estimates are to include time and material charges and must be approved in advance by the City.
5. **TASK ORDERS:** Task orders will be issued for each HVAC repair, installation and preventive maintenance and repair project under the Agreement. Each task order will contain the scope and/or specifications for the project. Upon request by the City, Successful Bidder shall provide a quote for the project.
6. **WORK ESTIMATES:** Upon request by the City, Successful Bidder shall provide estimates on HVAC work, for budgetary purposes, at no additional cost to the City. For such quotes, the City of Madeira Beach will provide drawings and detailed requirements, as necessary.

7. WORKING HOURS AND RESPONSE TIME

- a. Successful Bidder shall be on-site in response to non-emergency calls during business hours of 8 a.m. through 4:30 p.m., Monday through Friday and must be pre-scheduled and coordinated with the City.
- b. Successful Bidder shall be on-site within three (3) hours of notification of an emergency, as determined by the City.
- c. No work shall be done on weekends or City’s holidays unless specifically authorized by the City.

8. EQUIPMENT

- a. Successful Bidder shall provide its personnel with a working set of hand and power tools for general air conditioning work.
- b. Successful Bidder shall own or have immediate access of the equipment required to provide services to include, but not be limited to, the following:
 - i. System evacuation equipment.
 - ii. Sheet metal shearing and forming equipment.

9. INVENTORY

The Contractor shall have and maintain an inventory of piping, duct materials and air conditioning equipment to provide for timely completion of Task Orders.

[Remainder of page intentionally left blank]

SECTION 3: BID RESPONSE REQUIREMENTS
BIDDER STATEMENT OF ORGANIZATION

Provide information on Bidder as follows:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Bidder's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Federal Identification Number _____
- E. Contact information for Bidder's Corporate headquarters.
Address: _____
City, State, Zip: _____
Phone: _____
- F. Contact information for Bidder's Local office (if any).
Address: _____
City, State, Zip: _____
Phone: _____
- G. Years in business: _____
- H. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers
- I. Any additional organizational information that Bidder wishes to supply to augment its Bid
- J. Contact information for Bidder's Primary representative during this INVITATION TO BID process.
Name: _____
Phone: _____
E-mail: _____
Mailing Address: _____
City, State, Zip: _____

K. Contact information for Bidder's Secondary representative during this INVITATION TO BID process.

Name: _____

Phone: _____

E-mail: _____

Mailing Address: _____

City, State, Zip: _____

L. Briefly summarize any current or pending litigation in which Bidder is a part to.

M. Provide details of any ownership changes to Bidder's organization in the past three years or changes anticipated within six months of the Due Date and Time.

2. MINIMUM QUALIFICATIONS

Each Bidder shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

i. Bidder must have a HVAC Commercial License, be an authorized Service Representative, been in business for a minimum of two (2) years, and be currently providing service for at least two (2) commercial accounts consisting of office, hospital, industrial, etc. The contractor shall submit a list of at least three (3) current references, including names, addresses, phone numbers, contact person(s), and current length of time serving each referenced customer. All Bidders must be qualified and licensed under the laws, rules and regulations of the State of Florida to perform the work required by these contract documents.

Documentation is required.

ii. Bidders must certify they maintain a drug-free workplace program compliant with the standards set forth in Florida Statutes § 440.102.

Documentation is required. See Form C

iii. Bidder must have a valid Florida Department of Business & Professional Regulation (DBPR), Construction Industry Licensing Board, Class A, Certified Air Conditioning Contractor license to perform HVAC work within the State of Florida.

Submit a copy of Bidder's Florida DBPR Class A, Certified Air Conditioning Contractor license.

iv. Must have a minimum of six (6) full-time employees, excluding the employee who has a Class A Certified Air Conditioning Contractor license, who each have a minimum of three years of experience as an HVAC Mechanic, Air Conditioning Technician and/or Refrigeration Technician.

Submit the following information for each of the six (6) qualifying full-time employees who have a minimum of three years of experience as an HVAC Mechanic, Air Conditioning Technician and/or Refrigeration Technician:

City of Madeira Beach
ITB 20-05

HVAC REPAIR & PREVENTATIVE MAINTENANCE

SECTION 4: FORMS AND INSTRUCTIONS

1. AUTHORIZATION TO BIND BIDDER

Each Bid must be signed by a Person who is legally authorized to bind the Bidder to the Bid. Each Bid shall remain valid for at least one hundred and fifty (150) days after the Due Date.

Bid Submittal Signature Page

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Identification Number:

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

By signing this document, the Bidder agrees to all terms and conditions of this INVITATION TO BID which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID.

Bid Submittal Signature Page (cont'd)

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the executor of Bidder's Bid is duly authorized to execute on behalf of, and as the official act of, Bidder.

| Select | Type of Organization | Officer Who Signed Bid Submittal Signature Page | Required Authorizing Documentation |
|--------------------------|---|---|--|
| <input type="checkbox"/> | Corporation | President, Vice President, or Chief Executive Officer | None |
| <input type="checkbox"/> | Corporation | Director, Manager, or other title | Corporate resolution |
| <input type="checkbox"/> | Limited Liability Company (LLC) – Member-Managed | Member | Articles of Organization or Operating Agreement |
| <input type="checkbox"/> | Limited Liability Company (LLC) – Manager-Managed | Manager | Articles of Organization or Operating Agreement |
| <input type="checkbox"/> | Limited Partnership | General Partner | Document demonstrating the legal authority to bind the Limited Partnership |
| <input type="checkbox"/> | Partnership | Partner | None |
| | | CEO, Director, Manager or other title | Authorizing documentation |
| <input type="checkbox"/> | Individual | Individual | None |

- Documentation is not required per the above instructions.
- The required authorizing documentation is included with Bid.

Form B - Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form C- Drug – Free Workplace

Bidders must certified that they maintain a drug-free workplace program compliant with the standards set forth in Florida Statutes § 440.102

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

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

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form D - Conflict of Interest Disclosure

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged by:

Firm Name

Signature Date

Printed Name and Title

Form E- Acknowledgement of Addenda

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITB. It is the sole responsibility of the Bidder to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Bidder being deemed non-responsive.

| ADDENDA NUMBER | ADDENDA DATE |
|-----------------------|---------------------|
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Signature of Bidder’s Agent

Title

Printed Name

Date

APPENDIX A: BUILDING EQUIPMENT LOCATIONS: HVAC Services

| City Hall Equipment List | | | | | |
|---------------------------------|---------------------|----------------|-----------------|-------------|--------------------|
| Equip. | Manufacturer | Model # | Serial # | Size | Location |
| AHU #1 | Carrier | 40RUAA08A2A6 | 3614U04454 | 7.5 Ton | Mech Rm #1 |
| CU #1 | Carrier | 38AUZA08A0B5 | 3614C92365 | 7.5 Ton | Roof |
| AHU #2 | Carrier | 40RUAA08A2A6 | 3714U04823 | 7.5 Ton | Mech Rm #1 |
| CU#2 | Carrier | 38AUZA08A0B5 | 3614C92412 | 7.5 Ton | Roof |
| AHU #3 | Carrier | FX4DNF049 | 4314A86557 | 4 Ton | Mech Rm #1 |
| CU #3 | Carrier | 24ABB348A510 | 3014E25716 | 4 Ton | Roof |
| AHU #4 | Carrier | FX4DNF037 | 4214A83648 | 3 Ton | Mech Rm #1 |
| CU #4 | Carrier | 24ABB336A510 | 3214E26726 | 3 Ton | Roof |
| AHU #5 | Carrier | 40RUAA12A2A6 | 4014U05627 | 10 Ton | Circular Bldg Mech |
| CU #5 | Carrier | 38AUDA12A0B5 | 1314C92047 | 10 Ton | Roof |
| AHU #6 | Carrier | 40RUAA12A2A6 | 4014U05593 | 10 Ton | Circular Bldg Mech |
| CU #6 | Carrier | 38AUDA12A0B5 | 1314C92058 | 10 Ton | Roof |
| AHU #7 | Carrier | 40RUAA12A2A6 | 4014U05619 | 10 Ton | Mech Rm #2 |
| CU #7 | Carrier | 38AUDA12A0B5 | 1214C91722 | 10 Ton | Roof |
| AHU #8 | Carrier | 40RUAA08A2A6 | 3714U04820 | 7.5 Ton | Mech Rm #1 |
| CU #8 | Carrier | 38AUZA08A0B5 | 3614C92413 | 7.5 Ton | Roof |
| Mini-Split AHU #10 | Carrier | 40GVC018---3 | 1813V00198 | 1.5 Ton | Media Rm |
| Mini-Split CU #10 | Carrier | 38GVC018---3 | 0214V50106 | 1.5 Ton | Roof |
| Mini-Split AHU #10 | Carrier | 40GVC012---3 | TBD | 1 Ton | Telco Closet |
| Mini-Split CU #10 | Carrier | 38GVC012---3 | 5012V00197 | 1 Ton | Roof |

| Rec Center Equipment List | | | | | |
|----------------------------------|---------------------|----------------|-----------------|-------------|-----------------|
| Equip. | Manufacturer | Model # | Serial # | Size | Location |
| AHU #1 | Carrier | 40RUAA08A2A6 | 3614U04449 | 7.5 Ton | Mech Rm |
| CU #1 | Carrier | 38AUZA08A0B5 | 1814C93100 | 7.5 Ton | Roof |
| AHU #2 | Carrier | FX4DNF061 | 3414A83253 | 5 Ton | Mech Rm |
| CU#2 | Carrier | 24ABB360A520 | 3414E14207 | 5 Ton | Roof |
| AHU #3 | Carrier | FX4DNF049 | 3114A89596 | 4 Ton | Mech Rm |
| CU #3 | Carrier | 24ABB348510 | 3314E15196 | 4 Ton | Roof |

| Fire Department Equipment List | | | | | |
|---------------------------------------|---------------------|----------------|-----------------|-------------|-----------------|
| Equip. | Manufacturer | Model # | Serial # | Size | Location |
| AHU #1 | Carrier | FX4DNF031 | 4114A83037 | 2.5 Ton | Mech Rm |
| CU #1 | Carrier | 24ABB330A510 | 3314E21255 | 2.5 Ton | Roof |
| AHU #2 | Carrier | FX4DNF043 | 3514A83122 | 3.5 Ton | Mech Rm |
| CU#2 | Carrier | 24ABB342A500 | 2814E01231 | 3.5 Ton | Roof |
| AHU #3 | Carrier | FX4DNF031 | 4114A83035 | 2.5 Ton | Mech Rm |
| CU #3 | Carrier | 24ABB330A510 | 3314E21260 | 2.5 Ton | Roof |
| AHU #4 | Carrier | FX4DNF061 | 4214A83233 | 5 Ton | Mech Rm |
| CU #4 | Carrier | 24ABB360A520 | 3414E14213 | 5 Ton | Roof |
| AHU #5 | Carrier | FX4DNF031 | 4114A83032 | 2.5 Ton | Mech Rm |
| CU #5 | Carrier | 24ABB330A510 | 3314E21264 | 2.5 Ton | Roof |
| AHU #6 | Carrier | | TBD | 1.5 Ton | Laundry room |
| CU #6 | Carrier | | | 1.5 Ton | Side of Bldg |
| Garage Exhaust Fan | Captive Aire | TBD | TBD | .5 HP | Garage Wall |
| Kitchen Exhaust Fan | Captive Aire | NCA8FA | TBD | .5 HP | Roof |
| Kitchen Supply Fan | Captive Aire | A1-G10 | 2030218 | .5 HP | Roof |

City of Madeira Beach
ITB 20-05

HVAC REPAIR & PREVENTATIVE MAINTENANCE

| Marina Equipment List | | | | | |
|------------------------------|---------------------|----------------|-----------------|-------------|-----------------|
| Equip. | Manufacturer | Model # | Serial # | Size | Location |
| AHU #1 | Tempstar | FXM4X6000AT | A111488663 | 5 Ton | Mech Rm |
| CU #1 | Tempstar | NXA660GKA100 | E111609874 | 5 Ton | Outside |
| AHU #2 | Tempstar | FXM4X6000AT | A111481901 | 5 Ton | Mech Rm |
| CU#2 | Tempstar | NXA660GKA100 | E111609879 | 5 Ton | Outside |

Appendix A- Filter Type and Location

| City Hall - Filter Schedule | | | | |
|------------------------------------|--------------------|--------------------|-----------------|-----------------------|
| Unit | Filter Size | Filter Type | Quantity | Changes Per Yr |
| AHU #1 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #2 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #3 | 21.5X23.5X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #4 | 20X21.5X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #5 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #6 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #7 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #8 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |

| Fire Department - Filter Schedule | | | | |
|--|--------------------|--------------------|-----------------|-----------------------|
| Unit | Filter Size | Filter Type | Quantity | Changes Per Yr |
| AHU #1 | 20X20X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #2 | 20X20X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #3 | 20X20X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #4 | 21.5X23.5X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #5 | 20X20X1 | Pre-Filter Merv 8 | 1 | 4 |

| Rec Center - Filter Schedule | | | | |
|-------------------------------------|--------------------|--------------------|-----------------|-----------------------|
| Unit | Filter Size | Filter Type | Quantity | Changes Per Yr |
| AHU #1 | 16X24X2 | Pre-Filter Merv 8 | 4 | 4 |
| AHU #2 | 21.5X23.5X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #3 | 21.5X23.5X1 | Pre-Filter Merv 8 | 1 | 4 |

| Marina - Filter Schedule | | | | |
|---------------------------------|--------------------|--------------------|-----------------|-----------------------|
| Unit | Filter Size | Filter Type | Quantity | Changes Per Yr |
| AHU #1 | 21.5X23X1 | Pre-Filter Merv 8 | 1 | 4 |
| AHU #2 | 21.5X23X1 | Pre-Filter Merv 8 | 1 | 4 |

RESPONSE CHECKLIST

A responsive Bidder means a Bidder that has submitted a Bid that conforms in all material respects to the requirements in the ITB. The City will determine whether each Bidder correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Bidders in completing their Bids and ensuring that all required forms and information is submitted. Do not include checklist with your Bid submittal.

Section 2:

- Fee Bid

Section 3:

- All forms completed
- Minimum Qualifications Documentation including References (Section 3.2.i)

Section 4:

- All forms completed
- Reviewed and Signed

Appendix A: Equipment List

Appendix B: Contract

- Return draft contract, Signed

E: CONTRACT

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**CONTRACT BETWEEN
THE CITY OF MADEIRA BEACH**

AND _____

**PERTAINING TO
HVAC REPAIR & PREVENTATIVE
MAINTENANCE ITB 20-05**

This CONTRACT is made and entered into on the _____ day of _____, 20_____
 (“**Effective Date**”), by and between the City of Madeira Beach, a public body politic and
municipal corporation organized and existing under the Laws of Florida whose address is: City of
Madeira Beach, 300 Municipal Drive, Madeira Beach, Florida, 33708 (“**CITY**”), and _____,
FEIN _____, (“**CONTRACTOR**”), collectively
(the “**PARTIES**”) who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive bid for
HVAC REPAIR & PREVENTATIVE MAINTENANCES ITB 20-05 as set forth in the
attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Madeira Beach has determined that
there exists the need for **HVAC REPAIR & PREVENTATIVE MAINTENANCES ITB 20-05**
in the City of Madeira Beach; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and
CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto
agree as follows:

SECTION 1. SCOPE OF WORK.

The Scope of Work/Services is specially identified in ITB 20-05.

SECTION 2. TERM.

The term of the contract will extend from the effective date for a period of two (2) years. The parties have the option of entering into up to three (3), one-year extensions upon mutual agreement at rates not to exceed 103% of the previous year's prices.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR include, but are not limited to, the following:

a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.

b. The CONTRACTOR will ensure that all of its employees, agents, sub- contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.

c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.

d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR

agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. INDEPENDENT CONTRACTOR.

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 16. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. **INSURANCE.**

In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain), throughout the term of this Agreement and for a one year period thereafter, the following forms of insurance which could be used to satisfy said obligations or liabilities, naming the City as an additional insured:

- a. Commercial General Liability Insurance coverage on an occurrence policy form, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

- b. Commercial Automobile Liability Insurance coverage on an occurrence policy form for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit each accident. Coverage must include bodily injury and property damage.

- c. Statutory Workers’ Compensation Insurance coverage in accordance with the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen’s and Harbor Worker’s Act coverage when applicable. Should vendor have “leased” employees, vendor or the Employee Leasing Agency shall provide evidence of Workers’ Compensation coverage, which meets the statutory requirements of the State of Florida, for all personnel on the Town’s properties.

- d. Employer’s Liability Insurance in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.

- e. If vendor is using its own property or equipment in connection with the performance of its obligations under this Agreement, then Property Insurance on an “All

Risks” basis with replacement cost coverage for property and equipment in the care, custody and control of others is recommended.

The City has no duty or obligation to insure, replace, or protect vendor’s equipment, furnishings, or other personal property or improvements provided by or paid for by vendor, and all risk of loss and insurance against such risks shall be the sole responsibility of vendor.

Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review vendor’s deductible or self-insured retention and to require that it be modified so as to ensure the City’s right to indemnification and ability of vendor to satisfy judgments or claims is sufficient. Policy limits may be achieved by a combination of primary and umbrella/excess liability policies.

Provider shall provide proof of this insurance and additional insured certificates to the City’s Clerk upon request.

SECTION 18. INDEMNIFICATION, PRESERVATION OF IMMUNITY.

Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney’s fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification (“Claimant”) will give the indemnifying Party (“Indemnitor”) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party’s interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor’s expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

SECTION 19. **SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. **PUBLIC RECORDS.**

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided

to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 391-9951 ext. 231, cvanblargan@madeirabeachfl.gov, and City Hall, 300 Municipal Dr., Madeira Beach, FL, 33708.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF MADEIRA BEACH CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF MADEIRA BEACH OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22. NOTICE.

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Madeira Beach
Attention: Jamie Ahrens, Public Works Director,
300 Municipal Drive
Madeira Beach, Florida 33708
Phone: (727)-391-9951
Fax: (727)-399-1131
jahrens@madeirabeachfl.gov

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company: _____
Attention: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Invitation to Bid Documents for ITB No. 20-05 including addenda
2. Bid documents submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. MISCELLANEOUS.

- i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**
- ii. CONTRACTOR has been made aware Section 287.133 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.
- iii. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
- iv. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
- v. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
- vi. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

vii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

viii. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

ix. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

x. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

- xi. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term ‘including’ is not limiting.
- xii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.
- xiii. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.
- xiv. No Third-party Beneficiary - This CONTRACT is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person’s or entity’s benefit.
- xv. Attorney Fees – in any action brought between the Parties to enforce or construe the terms of this CONTRACT, each Party shall bear its own attorneys’ fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s)

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

**As To
CONTRACTOR**

(name of corporation or business)

BY: _____
(title of authorized corporate officer or individual)

Signature

Printed Name

**As To
CITY OF MADEIRA BEACH**

ATTEST | City Clerk:

Mayor:

Signature

Signature