

REQUEST FOR PROPOSALS

Access Control System and
ADA Automatic Accessible Doors

FOR THE
CITY OF SOUTH DAYTONA
RFP 2021-006



Prepared By:

Mike Janiszewski
I.T. Director

City of South Daytona
1672 South Ridgewood Avenue
South Daytona, FL 32119

REQUEST FOR PROPOSALS (RFP).....	3
STATEMENT OF PURPOSE.....	4
PROJECT OVERVIEW	4
RFP COORDINATOR	4
SCHEDULE	4
MANDATORY PRE-BID MEETING	5
PROJECT SCOPE AND DELIVERABLES	5
SCOPE OF SERVICES SUMMARY	5
GENERAL ATTRIBUTES	6
PROJECT SUMMARY OF TOTALS	7
CONTACT PERSON	7
CONTACT PROHIBITION.....	7
PROPOSAL REQUIREMENTS	7
Section 1: Title Page and Table of Contents:	8
Section 2: Project Summary:	8
Section 3: Experience/References:	8
Section 4: Cost:.....	8
Section 5: Timeline and Milestone Chart (Form 6):.....	8
Section 6: Proposal Acknowledgement (Form 1):.....	8
Section 7: Drug Free Workplace (Form 2):.....	8
Section 8: Public Entity Crimes Statement (Form 3):	8
Section 9: Non-Collusion Affidavit (Form 4):	9
Section 10: Background Check Authorization (Form 5):	9
PROPOSAL DEVELOPMENT COSTS	9
DISCRIMINATION	9
PROPRIETARY INFORMATION AND PUBLIC RECORDS LAW	9
WITHDRAWAL OF PROPOSAL	10
SELECTION PROCESS AND AGREEMENT EXECUTION	10
INSURANCE REQUIREMENTS	10
REGULATIONS.....	11
ASSIGNMENT; SUBCONTRACTING	11
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE	11
PROPOSAL ACKNOWLEDGEMENT (FORM 1)	12
DRUG FREE WORK PLACE CERTIFICATE (FORM 2)	13
PUBLIC ENTITY CRIMES – SWORN STATEMENT (FORM 3)	14
NON-COLLUSION AFFIDAVIT (FORM 4)	15
BACKGROUND CHECK AUTHORIZATION (FORM 5).....	16
REQUIRED PROJECT MILESTONES (FORM 6).....	17
PROPOSED AGREEMENT (FORM 7).....	18

REQUEST FOR PROPOSALS (RFP)
Access Control System
and ADA Automatic Accessible Doors
RFP 2021-006
INVITATION

The City of South Daytona, Florida does hereby intend to secure a highly qualified and experienced vendor to provide design and installation of an Access Control System and ADA accessible doors.

NOTICE IS HEREBY GIVEN that sealed proposals, from experienced and qualified vendors to provide design and installation of an Access Control System and ADA accessible doors will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **2:00 pm on Thursday, August 19, 2021**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located inside City Hall.

The scope of work will include, but not be limited to, designing, procuring, installing and configuring of an access control system and integrated ADA compliant automatic doors.

Required proposal documents pertaining to this request may be obtained at no charge via electronic mail by making a request to the Deputy City Clerk at bwitte@southdaytona.org. The documents will also be made available at the Office of the City Manager located inside City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. Any addenda to these documents will be issued via electronic mail and posted on the City of South Daytona Website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a proposal in response to this request.

All proposals shall be binding for a period of 90 calendar days from the date of public opening and shall not be subject to change or withdrawal.

The City of South Daytona wants to ensure that all bidders are licensed to do work in Volusia County. All bidders and or subcontractors must be an active registered entity with the bidder's name matching the licensee name to qualify.

The submittals received will be reviewed and ranked by a Selection Committee comprised of City staff.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a contract with the top ranked vendor.

The City reserves the right to reject any or all proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the applicant which, in its judgment, will best serve the City.

The successful respondent will be required to furnish and pay for Certificates of Insurance and meet other requirements as set forth in the proposal documents.

The City of South Daytona is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Proposals received by telephone, telegraph, or FAX will not be accepted.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA
By: Becky Witte, CMC. Deputy City Clerk
Published on: Friday, July 16, 2021

STATEMENT OF PURPOSE

The City of South Daytona intends to secure a highly qualified and experienced vendor to provide an Access Control System with integrated ADA compliant automatic doors for all existing city facilities specified herein.

PROJECT OVERVIEW

Currently the City utilizes traditional locks and physical keys for building access. The City is requesting proposals and intends to award one contract to a vendor who will be tasked with procuring, designing, installing, and configuring a single complete network access control system ("ACS") for all City facilities specified herein. The purpose of this request for proposal is to provide the City with the materials, labor and software to complete that task. The solution must include the ability to support up to 150 active individual employee ID cards with photo. The proposal should also list the software/hardware required to allow the City to produce, program and issue additional new employees or to replace lost/damaged cards on-site once the initial location(s) are complete.

The project will be completed utilizing a phased approach by location starting with City Hall, followed by the Piggotte Community Center, Public Works, Police and Fire Department. Proposals should be itemized by location to clearly delineate individualized cost and scope. Each location will have doors designated as to what is required, i.e. access control required, ADA required or both.

RFP COORDINATOR

The coordinator for this Request for Proposals (RFP) is:

Becky Witte, Deputy City Clerk

bwitte@southdaytona.org

Phone: 386-322-3011

The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this RFP to the coordinator. **Written inquiries must be received by Thursday, August 5, 2021 by 4:00pm to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. **Any and all addendums will be posted on the City website on Tuesday, August 10, 2021.** It shall be the responsibility of the Respondent, prior to submitting a proposal, to determine if addenda were issued, acknowledging same, and incorporating them into the proposal.

SCHEDULE

The City reserves the right to modify these timelines and schedules at any time for any reason.

Friday, July 16, 2021	Distribute RFP Document
Thursday, July 29, 2021 at 10:00am	Mandatory Pre-Bidder Meeting and Site Walk
Thursday, August 5, 2021 at 4:00pm	Written Questions Due Questions regarding responses to this Request for Proposals (RFP) must be in writing through e-mail to Becky Witte, Deputy City Clerk at bwitte@southdaytona.org .
Tuesday, August 10, 2021	City to respond to Questions
Thursday, August 19, 2021 at 2:00pm	Proposals Due to the City
Tuesday, August 24, 2021	Selection Committee Meeting (<i>tentative date</i>)
Thursday, August 26, 2021	Presentations to Selection Committee (<i>if needed</i>)
Tuesday, September 14, 2021 at 6:00pm	Presentation/Recommendation of Selection Committee to the City Council

MANDATORY PRE-BID MEETING

Due to the nature of the work involved, and to allow proposers to view the area and gain further understating of the project, all prospective bidders shall attend a mandatory pre-bid meeting on **Thursday, July 29, 2021 at 10:00am** in the South Daytona Council Chamber, located at 1672 S. Ridgewood Avenue, South Daytona, Florida. All participates in the walk through will be required register and submit to a local criminal history check (FORM 5 of this RFP) by Tuesday, July 27, 2021. To Register please send an email to bwitte@southdaytona.org. Proposers will take steps to reasonably ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. **Failure to attend the Mandatory Pre-Proposal Conference will disqualify firms from participating further in the bidding process.**

Attendance at the pre-bid meeting will not meet requirement of proper registration unless the individual attending has registered in accordance with the following:

1. The attendee has signed the official roster with their name and position title, and the name and address of the company they represent.
2. The attendee is an officer or permanent employee of the company they are representing.

PROJECT SCOPE AND DELIVERABLES

The City is seeking to install a single Access Control System along with ADA compliant automatic doors at numerous City buildings. Any recommended system components should provide the City with maximum flexibility for expansion now and in the future. The components should be upgrade-able and swappable without requiring mass replacement for all components or fragmented system control. Cards or other keying devices should offer maximum flexibility, ease of use and access management for users and system administrators. Electronic door locking components (such as card readers) should be durable, exchangeable without causing system fragmentation, failures partial or otherwise, and agnostic to other system components such as cards, fobs, program software and keyways. Once in place, the system should provide the city administrators with access management that provides system status, door status, simple access programming capabilities, remote programming, scheduling, locking and unlocking, and detailed reports. The ACS must accommodate the current and future requirements of all the City operations.

SCOPE OF SERVICES SUMMARY

The specifications include the following requirements and descriptions:

- Proposers will be responsible for providing specific functionality for specific parts of the project.
- Proposers must provide all materials, hardware, software, fabrication, installation, programming and testing in conformity with manufacturer's documentation, specifications contained herein, and applicable codes and authorities having jurisdiction for the implementation of a complete Access Control System (ACS) for the project, whether or not the materials are listed in this RFP.
- A complete ACS is defined as all card readers, access cards, controllers, and specific access control panels, power supplies, etc., as well as all cabling/wiring, needed to achieve a complete and functional system. This document may not show or list every item to be provided. When an item is not shown or listed and it is clearly necessary for proper installation and operation of the equipment and systems, vendor shall provide, install, test and certify the item at no increase to contract price.
- The proposer shall possess all applicable contractor licenses.

- The proposer shall provide all software licenses for the ACS.
- The proposer shall provide all software, hardware, and system programming for integration with the new ACS equipment.
- The proposer shall provide all hardware and system programming for connection of the new ACS to the city network(s).
- The proposer shall provide installation, testing, adjustment, and initial programming necessary for all equipment.
- The proposer shall provide written documentation and specific instructions for system as installed.
- The proposer shall be responsible for fully implementing the functions described in this document.
- The proposer shall provide training to the city in the operation, adjustment, servicing, and repair of this ACS.
- Proposer shall be responsible for communicating and field coordinating conduit and power requirements for security devices directly with electrical contractor when necessary to complete installation.
- The access credentials will be validated at the Proximity/SmartCard card readers at the access-controlled door locations. The perimeter doors will be locked during regular hours and holidays and controlled by credentials and schedules for off hour's access. With the exception being the main entrance and emergency services entrance, as those doors will be open to the public during business hours. In case of emergency the access-controlled doors should be able to be locked down.
- The proposer shall be responsive to the city during the construction phases to coordinate the implementation and testing of the ACS as outlined herein this document, and not cause undue burden or hinderance to the delay of the construction phases.
- Where work described in this RFP is in general terms, not in complete detail, it is understood that the best practices shall be followed and only materials and workmanship of the best quality will be used. Any work, material or equipment that may be reasonably inferred from this RFP as being required to produce the intended result must be supplied, whether specifically called for.

GENERAL ATTRIBUTES

The following is a list of attributes or functions that the city desires to be part of the selected system.

- Access Device – Devices should be easy to replicate as changes are required and new users added.
- Timers – Some exterior doors that allow public access must have the ability to be scheduled for periods of open versus secure.
- Individual Accessibility Restrictions – System must allow for individual accessibility restrictions for each access point as well as by each user.
- Access Logs – System should log each activation of an access point. Log should include date/time of activation and user information (ID # and Name).
- Remote Activation – Access should be available from mobile device/ desktop.
- Power Outage – Access points should fail to lock position during power outages. Doors must open from secure side.

PROJECT SUMMARY OF TOTALS

Location	Access Controlled Door	ADA Automatic Door
City Hall	8	9
Piggotte Community Center	9	11
Public Works	2	0
Police Department	1	13
Fire Department	7	0

Contact Person

All questions or requests for clarifications concerning this RFP shall be submitted to the RFP COORDINATOR.

CONTACT PROHIBITION

All prospective respondents are instructed **NOT** to contact any member of the City of South Daytona City Council or any staff member other than the RFP Coordinator, who is the coordinator and designated liaison for this solicitation, regarding this RFP. Any such contact shall be cause for immediate rejection of a submittal.

Oral presentations may be requested by the Selection Committee and City Council which are not prohibited under this paragraph.

PROPOSAL REQUIREMENTS

Respondents will submit one executed original and a USB drive containing an electronic version of the proposal, marked “**Access Control System and ADA Compliant Automatic Doors**”, containing all required forms that must be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, before **2:00 pm on Thursday, August 19, 2021**. At that time, the submitted proposals will be publicly opened in the Council Chamber Room located inside City Hall. Proposals received after the above time and date will be returned unopened.

Proposals are to be submitted and accompanied by pertinent information relating to the proposer’s experience and qualifications. Personnel, availability and capability of a proposer to provide and perform all of the professional services necessary in a complete, effective and timely manner must be shown. In order for a response to be evaluated and considered, all requested information must be submitted with the response. Incomplete responses will be subject to disqualification. Respondents should prepare a straightforward and clear description of the respondent’s ability to meet the requirements of the RFP.

The following information will be used for evaluating responses and will be based on considerations as listed below.

Respondent shall address each item specifically in the applicable response. The following information shall be provided in the order detailed. Failure to provide any one part of any section, without appropriate explanation, may result in disqualification of a submittal.

These items are required, but not necessarily scored. In addition to the information and documents requested above, each response shall include the following:

Section 1: Title Page and Table of Contents:

List the RFP subject, the name of the individual company, address, telephone number, email address, contact person and date. Include a Table of Contents with clear identification of the material included in the submittal by page numbers.

Section 2: Project Summary:

Summary should concisely describe the solutions to be provided, its goals and the proposed plan of implementation.

Section 3: Experience/References:

Provide example(s) of companies or organizations with which it has had Access Control System contracts or agreements within the last 3 years. This list shall include the name and phone number of a contact person who is familiar with the vendor's job performance and a brief summary of the project.

Section 4: Cost:

Proposer shall submit pricing for the full scope of work requested. Proposers must provide a total price for the entire project as well as an itemized price for each location, to include all labor, materials, software programming, features and equipment, fees, licenses, and delivery, if applicable for a complete turn-key installation.

Section 5: Timeline and Milestone Chart (Form 6):

Proposer shall submit a proposed timeline of installation along with project milestones.

After award, Contractor and City will agree to the required project milestones within the time frame specified. Contractor shall submit proposed Project Milestones on Form 6 herein.

The CONTRACTOR must agree to accept liquidated damages and pay the CITY **Two Hundred Dollars (\$200)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required construction milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the Owner. The CITY has the option to retain this amount from the compensation otherwise paid to the CONTRACTOR. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his/her Surety, then such excess shall be paid to the CITY by the CONTRACTOR or his/her Surety.

Section 6: Proposal Acknowledgement (Form 1):

The proposal acknowledgement form, attached as Form 1, must be signed by an authorized agent.

Section 7: Drug Free Workplace (Form 2):

The City of South Daytona is a Drug Free Workplace. It is a requirement that the attached Drug Free Workplace, attached as Form 2, be signed and returned with this response.

Section 8: Public Entity Crimes Statement (Form 3):

Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently, \$35,000.00) for a period of 36 months following the date of being placed on the convicted vendor list". It is a requirement that the attached Public Entity Crimes Statement, attached as Form 3, be signed and returned with this response.

Section 9: Non-Collusion Affidavit (Form 4):

It is a requirement that the attached Non-Collusion Affidavit of Prime Respondent form, attached as Form 4, be signed, notarized and returned with this response.

Section 10: Background Check Authorization (Form 5):

Form 5 is due by Tuesday, July 27, 2021 to bwitte@southdaytona.org or fax to 386-322-3008 for reservation to the Mandatory Pre-Proposal Conference on Thursday, July 29, 2021 at 10:00am.

Section 11: Review of the Agreement (Form 7)

Review the attached proposed Agreement, note any proposed modifications or amendments to the Agreement as presented.

PROPOSAL DEVELOPMENT COSTS

The City shall not be liable for any expense incurred in connection with the preparation or submission of a response to this RFP. The Respondent shall prepare a response with the understanding that no claim for reimbursement shall be submitted for the expense of preparation, submittal or presentation of a response.

DISCRIMINATION

The Respondent is advised that in accordance with HB 2127, Section 6 (3) (a), states information regarding discrimination provisions paragraph (2) (a), as follows:

DISCRIMINATION: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a qualification statement or proposal on a contract to provide goods or services to a public entity, may not submit a qualification statement or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit statements of qualification or proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

PROPRIETARY INFORMATION AND PUBLIC RECORDS LAW

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the ***respondents are requested to identify specifically*** any information contained in their response which the respondent considers confidential and/or proprietary and which the respondent believes to be exempt from disclosure, citing specifically the applicable exempting law.

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP OR AGREEMENTS, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS, BECKY WITTE, DEPUTY CITY CLERK AT, P.O. BOX 214960, SOUTH DAYTONA, FL 32121-4960, OR VIA EMAIL AT BWITTE@SOUTHDAYTONA.ORG.

WITHDRAWAL OF PROPOSAL

No proposal shall be withdrawn for a period of ninety (90) calendar days from the proposal opening date.

SELECTION PROCESS AND AGREEMENT EXECUTION

The submittals received will be ranked by a Selection Committee comprised of City staff. The Selection Committee will present its rankings to the South Daytona City Council, recognize the top respondents and recommend an agreement be executed beginning with the highest ranked first.

All responses will be screened to ensure that all qualifications and requirements of the RFP are met.

The Selection Committee and City Council may conduct oral interviews with respondents as deemed necessary, regarding a respondent's qualifications, experience, references, compensation sought and approach in providing services.

The information listed in the RFP is to establish quality standards, not to limit competition. The respondent may offer any alternate which meets or exceeds the quality of specifications for any item or service. If proposals are based on equivalent services, indicate on the response form the deviations submitted in enough detail information for the Selection Committee to make an honest determination.

The City Council shall be the final judge as to the merits of the proposals received, and the resulting appointment or agreement. The City Council decision will be final.

The City reserves the right to accept or reject any or all submissions, to accept all or any part of a submission, to waive irregularities and technicalities, to request a resubmission, if it is deemed in the best interest of the City and to terminate the RFP process at any time. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate a response as it deems necessary, and to determine the ability of any respondent to perform the work or services requested. The respondent upon request shall provide information the City deems necessary in order to make a determination. The City, in its sole discretion, may retain other contractors specialized tasks and services if it determines such arrangements are in the City's best interest. The City reserves the right to negotiate fee proposals, terms and conditions in an agreement.

INSURANCE REQUIREMENTS

The approved contractor shall purchase, at their own expense and maintain throughout the duration of this continuing contract, types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

GENERAL LIABILITY*

Bodily Injury:	\$300,000.00, each occurrence
	\$600,000.00, aggregate
Property:	\$300,000.00, each occurrence
	\$300,000.00, aggregate
	Or
	\$300,000.00, bodily injury

\$ 600,000.00, and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

AUTOMOBILE LIABILITY**

Bodily Injury:	\$300,000.00, each person \$300,000.00, each accident
Property Damage:	\$300,000.00, each accident or \$600,000.00, bodily injury and property damage combined each occurrence

**Including: owned, hired & employer's non-owned vehicle(s)

Worker's Compensation:	Statutory: as required by the State of Florida
Employer's Liability:	\$300,000.00 each accident

Waiver of Subrogation will apply in favor of the City of South Daytona

INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A. **THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** It is requested that the city be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$300,000. All insurances are to be project specific to this contract, not general umbrella insurance.

REGULATIONS

Violation of any local, state or federal law in the performance of the appointment or agreement shall constitute a material breach of the agreement.

ASSIGNMENT: SUBCONTRACTING

The selected respondent shall not assign or subcontract any interest in the agreement and shall not transfer any interest in it (whether by assignment, subcontract or otherwise) without the prior written consent of the City Manager, provided, however nothing contained in this provision by way of prohibition shall prohibit a selected firm's routine assignment of tasks and positions among employees provided to perform work; furthermore, in no event shall such non-prohibited internal assignments or changes in positions affect the specific agreement.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of South Daytona, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, notifies all Respondents that it will ensure that in any appointment or agreement entered into pursuant to this solicitation, minority business persons or enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the ground of race, color, religion, national origin, sexual orientation, or age in consideration for an award.

PROPOSAL ACKNOWLEDGEMENT (FORM 1)

I, the undersigned, do hereby agree to all terms and conditions set forth within this RFP. I attest by way of my signature below that I am authorized by the company I represent to enter information pertinent to a final agreement. I further state the information within this qualification statement is true and not a sham nor misrepresentation of the service or reputation and abilities of my company.

I _____

[☐] have, [☐] have not examined the necessary documents prior to presenting my proposal.

Company: _____

Address: _____

Telephone: (____)_____ fax: (____)_____

Email: _____

Individual or Type of Business (Corporation, Partnership, Other (Specify):

Tax ID Number (FEIN/SSN): _____

Authorized Signature: _____

Title: _____

(Print/type name as signed above)_____

Date Submitted: _____, 2021

DRUG FREE WORK PLACE CERTIFICATE (FORM 2)

"I, the undersigned, in accordance with Florida Statute 287.087 hereby certify that

Name of Firm or Individual

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace given above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment and available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee, engaged in providing commodities or contractual services that are under bid, proposal or qualification statement, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid, proposal or qualification, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this entire section.

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

Authorized Signature

Date

STATE OF FLORIDA
CITY OF VOLUSIA

This document was sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, he/she is personally known to me or has presented _____ as identification.

_____(Notary)

PUBLIC ENTITY CRIMES – SWORN STATEMENT (FORM 3)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or qualification statement on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____,
(Name and Title of Business Representative)

who is authorized to represent _____,
(Business Name)

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(Signature)

(Date)

STATE OF FLORIDA
CITY OF VOLUSIA

This document was sworn to (or affirmed) and subscribed before me by means of []
physical presence or [] online notarization, this ____ day of _____, 20____,

he/she is personally known to me or has presented _____ as
identification.

_____(Notary)

NON-COLLUSION AFFIDAVIT (FORM 4)

STATE OF _____)
CITY OF _____)

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,

*Title**Firm/Company*

the respondent that has submitted the attached response.
- (2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- (3) Such solicitation is genuine and is not a collusive or sham solicitation.
- (4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from responding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of South Daytona, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
CITY OF VOLUSIA

This document was sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__.

he/she is personally known to me or has presented _____ as
identification.

_____(Notary)

BACKGROUND CHECK AUTHORIZATION (FORM 5)

FOR MANDATORY PRE-BID MEETING
(Thursday, July 29, 2021 at 10:00am)

Return this form by Tuesday, July 27, 2021 to bwitte@southdaytona.org or fax to 386-322-3008.

Due to the nature of the work involved, and to allow proposers to view the area and gain further understating of the project, all prospective bidders shall attend a mandatory pre-bid meeting on **Thursday, July 29, 2021 at 10:00am** in the South Daytona Council Chamber, located at 1672 S. Ridgewood Avenue, South Daytona, Florida. All participants in the walk through will be required register and submit to a local criminal history check by Tuesday, July 27, 2021. To Register please send an email to bwitte@southdaytona.org. Proposers will take steps to reasonably ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. **Failure to attend the Mandatory Pre-Proposal Conference will disqualify firms from participating further in the bidding process.**

Attendance at the pre-bid meeting will not meet requirement of proper registration unless the individual attending has registered in accordance with the following:

1. The attendee has signed the official roster with their name and position title, and the name and address of the company they represent.
2. The attendee is an officer or permanent employee of the company they are representing.

Background Screening Consent Form

Attendee's Legal Name	
Date of Birth	
Driver's License Number	
Attendee's Address	
City, State, Zip Code	

I, _____, authorize and give consent for the City of South Daytona, Volusia County, Florida to obtain information regarding myself. This includes the following:

- Local Criminal background records/information

I, the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines. By signing this document, I am providing the above-named organization my consent for an initial background check as well as any subsequent background checks deemed necessary throughout the length of my work with this organization.

Print Name: _____

Date: _____

Signature: _____

REQUIRED PROJECT MILESTONES (FORM 6)

The CONTRACTOR agrees to complete the required project milestones listed below within the time frame specified.

Project Milestone #1: _____

Required Milestone #1 Completion Time*: _____

Project Milestone #2: _____

Required Milestone #2 Completion Time*: _____

Project Milestone #3: _____

Required Milestone #3 Completion Time*: _____

Project Milestone #4: _____

Required Milestone #4 Completion Time*: _____

Project Milestone #5: _____

Required Milestone #5 Completion Time*: _____

attach additional pages or timeline as needed

Required Substantial Completion Time*: **180 Days**

Required Final Completion Time*: **210 Days**

The CONTRACTOR agrees to accept liquidated damages and pay the CITY **Two Hundred Dollars (\$200)** for each consecutive calendar day, including rain days and holidays, that expires after the completion date as set above, where, in the City's sole opinion, the project remains unfinished.

All milestone completion dates, including substantial and final completion, will be determined solely by the CITY. The CITY has the option to retain this amount from the compensation otherwise paid to the CONTRACTOR. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his/her Surety, then such excess shall be paid to the CITY by the CONTRACTOR or his/her Surety.

CONTRACTOR:

By: _____
(Signature)

(Print Name)

Title: _____
(CONTRACTOR signs and submits with their Bid.)

OWNER:

City of South Daytona

By: _____
(Signature)

(Print Name)

Title: _____
(OWNER executes and inserts into signed Contract.)

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

PROPOSED AGREEMENT (FORM 7)



AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 by and between the **City of South Daytona**, a municipal corporation duly incorporated pursuant to the laws of the State of Florida with administrative offices located at 1672 South Ridgewood Avenue South Daytona Florida 32119 hereinafter referred to as the **CITY**, and _____, a **TYPE** with administrative offices at **ADDRESS** hereinafter referred to as the **CONTRACTOR**.

WHEREAS, the CITY desires to retain the services of the CONTRACTOR to provide the goods and services in accordance with the City's Request for Proposal (RFP) 2021-006, and the CONTRACTOR's response thereto, all of which are incorporated herein by reference.

ARTICLE I. INCORPORATION OF INVITATION TO BID

The terms and conditions of this agreement shall include and incorporate the terms, conditions and specifications set forth in the CITY's Request for Proposals (RFP 2021-006) and the CONTRACTOR's response to the Proposal including all documentation required thereunder.

ARTICLE II. DESCRIPTION OF GOODS AND SCOPE OF SERVICES

The CONTRACTOR shall provide the goods and perform those services identified in the City's Invitation for Proposals (RFP 2021-006) and the CONTRACTOR's response to the Proposal, which are incorporated herein by reference.

ARTICLE III. COMPENSATION

The CITY shall pay the CONTRACTOR, in compliance with the pricing schedule attached hereto and incorporated herein, according to the terms and specification of the referenced Request for Proposal (RFP 2021-006).

ARTICLE IV. TERMINATION

The CITY can terminate this contract at any time. The outstanding amount owed to the CONTRACTOR, after termination, will be for all installed access control systems and integrated ADA compliant automatic doors in good working order as determined by the CITY.

ARTICLE V. MILESTONES AND LIQUIDATED DAMAGES

Milestones:

All items furnished must be completely new and free from defects unless specified otherwise. Milestone detail project expectations and milestones shall be the governing document throughout the life of the agreement. The CONTRACTOR shall have **180** days after a Notice to Proceed has been issued to complete the

installation of the project. At the time of contract execution, any documents such as End User Licensing Agreements (EULA) and other similar product and software documents including warranty documentation will be executed and entered into the body of the executable contract as attachments.

Liquidated Damages

The CONTRACTOR proposes and agrees to commence work under this contract within thirty (30) consecutive calendar days, including rain days and holidays, after the date contained in the written Notice to Proceed and to **substantially complete** all work within **180 consecutive calendar days**, including rain days and holidays, and to **fully complete** all work within **210 consecutive calendar days**, including rain days and holidays, from (and including) the date when the Contract Time commences to run written on the Notice to Proceed. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in project completion from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work or substantial increases in the costs of performing the work under the Contract Documents.

It is mutually agreed between the parties hereto that the CONTRACTOR shall pay the CITY **TWO HUNDRED DOLLARS (\$200.00)** for each consecutive calendar day, including rain days and holidays, that expires after the completion date, as set above, where, in the CITY's sole opinion, the project remains unfinished. The CITY has the option to retain this amount from the compensation otherwise paid to the CONTRACTOR. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the CONTRACTOR or his/her Surety, then such excess shall be paid to the CITY by the CONTRACTOR or his/her Surety.

ARTICLE VI. FLORIDA PUBLIC RECORDS' LAW:

Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records required by the CITY to perform the services identified in this Agreement.
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and

maintain public records required by the CITY to perform the service. If the **CONTRACTOR** transfers all public records to the **CITY** upon completion of the contract, the **CONTRACTOR** shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the **CONTRACTOR** keeps and maintains public records upon completion of the contract, the **CONTRACTOR** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY's** custodian of public records, in a format that is compatible with the information technology systems of the **CITY**.

IF 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, BECKY WITTE, DEPUTY CITY CLERK AT, P.O. BOX 214960, SOUTH DAYTONA, FL 32121-4960, OR VIA EMAIL AT BWITTE@SOUTHDAYTONA.ORG.

Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

ARTICLE VII. INSURANCE REQUIREMENTS. The **CONTRACTOR** shall procure and maintain, during the life of the agreement or service to the **CITY** the insurance requirements as outlined in RFP 2021-006 incorporated herein.

ARTICLE VIII. REGULATIONS. Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

ARTICLE IX. AMENDMENT. The **CONTRACTOR** understands and agrees that this Agreement constitutes the sole and complete understanding between the parties and supersedes all other or prior agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to the resolution or contract is enforceable, unless agreed to in writing by both parties and incorporated into an amendment to this Agreement.

ARTICLE X. ASSIGNMENT OR SUBCONTRACTING. The **CONTRACTOR** shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in it (whether by assignment, subcontract or otherwise) without the prior written consent of the **CITY**.

ARTICLE XI. LIABILITY OF CONTRACTOR. The **CONTRACTOR** shall indemnify

and hold harmless the CITY, its councilmembers, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorney fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorney fees), to the extent caused by the negligence, recklessness, or wrongful conduct of the CONTRACTOR's attorneys, officers, employees, agents, and other persons employed or utilized by the CONTRACTOR in the performance of or the failure to perform this Agreement.

In the event of a claim, the CITY shall promptly notify the CONTRACTOR in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in this Agreement.

The CITY shall provide available information and assistance that the CONTRACTOR may reasonably require regarding any such claim. The agreement for indemnification shall survive termination or completion of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY, as set forth in Florida Statutes, Section 768.28.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CONTRACTOR

By: _____
(Signature)

Name: _____

Title: _____

Dated: _____

CITY OF SOUTH DAYTONA

ATTEST:

FOR THE CITY COUNCIL:

By: _____
(Signature)

Name: James L. Gillis, Jr.

Title: City Manager

Dated: _____

By: _____
(Signature)

Name: William C. Hall

Title: Mayor

Dated: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Wade Vose, City Attorney