# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## AGENDA ● FEBRUARY 8, 2022

| City Commission Chamber | Regular City Commission Meeting | 6:00 PM |
|---|---|---|

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

## CITY COMMISSION MEMBERS

**Mayor**
Chris Via

**District 1 - Commissioner**
John Penny

**District 2 - Commissioner**
Penny Currie

**District 3 - Commissioner**
John C. Danio

**District 4 - Commissioner**
Roy Johnson

**CITY MANAGER**
Joseph Forte

**CITY CLERK**
Valerie Manning

## 1. CALL TO ORDER

a. Roll Call
b. Invocation by Mayor Via
c. Pledge of Allegiance

## 2. PUBLIC COMMENTS

## 3. APPROVAL OF MINUTES

1. Minutes - January 25, 2022 Workshop Discussion on LPGA Blvd., and January 25, 2022 Regular City Commission and CRA Meeting

   (Requested by Valerie Manning, City Clerk)

## 4. CONSENT AGENDA - ITEMS ( 1 - 2 )

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2022-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Stormwater Needs Analysis for House Bill 53 Compliance in the Amount of $24,514.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-11 A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting the Proposal of RWB Services D/B/A Air One Heating and Cooling in the Amount of $36,418.58 to Replace Six (6) Air Conditioning Split Systems Serving the Gymnasium at the YMCA as the Lowest, Responsible Proposal and Authorizing the City Manager to Execute a Contract with RWB Services D/B/A Air One Hearing and Cooling for Said Amount; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

## 5. REGULAR AGENDA

1. Resolution –2022-R-12 A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Upgrade Online Customer Payment System

   (Requested by Stella Gurnee, Finance)

## 6. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

## 7. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

## 8. ADJOURNMENT

**Website Address – www.hollyhillfl.org** (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **February 8, 2022**
**FROM:** **Valerie Manning**
**SUBJECT:** **Minutes - January 25, 2022 Workshop Discussion on LPGA Blvd., and January 25, 2022 Regular City Commission and CRA Meeting**
**NUMBER:** **(ID # 3619)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

Minutes from January 25, 2022 workshop and January 25, 2022 regular City Commission and CRA meeting.

## MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - January 25, 2022 - Workshop Discussion on LPGA Blvd. (PDF)
- Minutes - January 25, 2022 - Regular City Commission and CRA meeting (PDF)

# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## MINUTES ● JANUARY 25, 2022

**City Commission Chamber** **Work Session** **5:00 PM**

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

## 1. CALL TO ORDER

a. Roll Call

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Chris Via | Mayor | Present | |
| John Penny | District 1 - Commissioner | Present | |
| Penny Currie | District 2 - Commissioner | Present | |
| John C. Danio | District 3 - Commissioner | Present | |
| Roy Johnson | District 4 - Commissioner | Present | |

## 2. LPGA DISCUSSION

1.

LPGA Discussion

(Requested by Valerie Manning, City Clerk)
Tyler J. Malmborg, P.E., Vice President for Engineering Design at Newkirk Engineering was present to help with any questions the Mayor and City Commissioners may have regarding the widening of LPGA Blvd., and gave a brief history of his employment with the Florida Department of Transportation (FDOT) where he worked for nine (9) years before accepting employment with Newkirk Engineering in Ormond Beach, FL as the Vice President for Engineering Design.
Mr. Forte mentioned that this workshop will be more of a question and answer type of workshop and then maybe go into some questions as specific as the Commission wants it to be and see what happens at the end of the discussion.
Mayor Via informed Mr. Malmborg that the Commission has had talks over the last couple of years here and there and there's been certain questions. What they are here to discuss today is 4-lanning LPGA from Nova Road to US1 and they are aware that there are a lot of obstacles and hoops to jump through, especially because of the canal and having to cover that canal most likely but there could be options put together by the engineer. He knows that one of the concerns of this Commission is use of eminent domain.
Mr. Malmborg mentioned that he doesn't have a recent review of the LPGA widening project but he has driven the corridor quite a few times and has a lot of ideas and he sees a number of challenges that the city will have to go through with the process and right

Attachment: Minutes - January 25, 2022 - Workshop Discussion on LPGA Blvd. (3619 : Minutes)

now he knows that the city is in a very preliminary planning stage. As they go through the process of developing any projects there is a critical first step of a feasibility study or a planning study or if it's a DOT project, it's a project development and engineering report and effectively, that's what the city needs to get started. The city doesn't have to have the answer of what is our finished product going to be when that started but the city will have to know this is an idea we would like to evaluate, here's another one, what do we do if we get no right-of-way, what are our options? What do we do if we take eight feet or ten feet from one side or the other as an easement to put in our pedestrian features or utilities? There's a lot of other options that can be explored but whenever you have this length of a project, you have to clear a lot of different elements of the property.

There was some discussion amongst the Mayor, Commissioners, Mr. Forte and Mr. Malmborg and helping the Commission to understand the process and the first steps that need to take place.

There was ***consensus*** from the Commission to ask Mr. Forte to craft a letter in stating some of the issues shared here tonight forward and have the entire Commission sign it and ask Commissioner Johnson take it to the next Transportation Planning Organization (TPO) meeting and say this is what we (the city) want?

Mayor Via mentioned that he believes this workshop was very productive and that the Commission is now more on the same page than previous discussions. Like Commissioner Penny said earlier, "we know what we want but maybe not what we need," and that study will tell the Commission that and those options. He's open minded to the potential of 3-lanes with two lanes coming in and one lane going out because that gets them to their goal of having more people being able to come into the heart of their city. With that being said, Commissioner Johnson, I think that you see that we are on the same page here and I do believe the next best step is to involve the TPO. If there's not an objection from the Commission…Mayor Via asked if Mr. Forte had anything to add before the Commission moves forward. Do you think a letter would be the appropriate step or maybe a meeting between you and the TPO representatives?

Mr. Forte stated, no. I think one step even prior to, I think my next conversation should really be with Jon Cheney who is the Traffic Engineer for Volusia County and he thinks Jon Cheney's wisdom would be very important and he thinks Jon Cheney's support or lack of support will dictate the direction that TPO goes. He believes and the Commission can correct him if they think differently, he believes Jon Cheney is the key to whether or not this is even going to be heard in front of the TPO.

Mayor Via stated, okay and asked if there was any objection of Mr. Forte reaching out to Mr. Cheney and there was not.

Mr. Forte mentioned he will reach out to Mr. Cheney first and hopefully, have an in-person meeting with him and throw in all the thoughts and ideas that he heard here and in the past, add them. Frankly, if Mr. Cheney turns around and says, "You're never going to get it", I come back and tell you that, I think I would believe him. If Mr. Cheney says the city has opportunities then I think we should explore them.

Commissioner Currie stated she doesn't ever believe that four-laning is every going to happen unless you take those homes and businesses. She wants to make sure that they know that the city is open to options; like Mayor Via said earlier. Two lanes coming in and one going out. Whatever the best option is for the city, that's what the city needs to move on. She just wants to make sure that they are all clear on that. I do not

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support…(referring to eminent domaining the homes and businesses).
***(A CD copy of the full workshop discussion is available by request in the City Clerk's Office or by listening to this workshop online).***



**3. ADJOURNMENT**

The workshop adjourned at approximately 6:05 PM.

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# CITY OF HOLLY HILL, FLORIDA

## CITY COMMISSION

## MINUTES ● JANUARY 25, 2022

**City Commission Chamber** **Regular City Commission Meeting** **6:00 PM**

**CITY HALL**
**1065 RIDGEWOOD AVENUE**
**HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

## 1. CALL TO ORDER

a. Roll Call

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Chris Via | Mayor | Present | |
| John Penny | District 1 - Commissioner | Present | |
| Penny Currie | District 2 - Commissioner | Present | |
| John C. Danio | District 3 - Commissioner | Present | |
| Roy Johnson | District 4 - Commissioner | Present | |

b. Invocation by City Commissioner Roy Johnson
The invocation was led by Commissioner Johnson.

c. Pledge of Allegiance
The Pledge of Allegiance was led by Mayor Via.

## 2. PRESENTATIONS

1.

Promotion of Lieutenant Chris Yates to Police Captain

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **NO VOTE NEEDED** |

2.

R & R Industries, Inc. - Christmas Club Food Boxing Recognition

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **NO VOTE NEEDED** |

Attachment: Minutes - January 25, 2022 - Regular City Commission and CRA meeting (3619 : Minutes)

## 3. RECESS THE CC MTG & CONVENE AS THE CRA

## 4. CRA AGENDA

1. -2022-R-4

A Resolution of the City of Holly Hill, Community Redevelopment Agency, Florida, Authorizing the City Manager to Execute a Purchase and Sale Agreement with 627 Ridgewood LLC for the Property Located at 627 Ridgewood Avenue Parcel # 424401150080 Identified As, E 100 Ft of Lots 7&8 and Lots 9&10 Exc Road Blk 15M & C Holly Hill Per or 5715 Pg 2126 Per or 6656 Pg 1936 of the Public Records of Volusia County, Florida, and Authorizing the City Manager to Execute All Closing Documents, Providing for Severability; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
**Mayor Via opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John Penny, District 1 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

Enacted and approved this 25th day of January, 2022, in Holly Hill

## 5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

## 6. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Heidi Heller, Holly Hill; and the partners from Daytona Climbing were present to share about the project/facility that they will be bringing to Holly Hill at 627 Ridgewood Avenue - Richard Price, Matthew Smith, Charles St. Angelo, Garrett Zinke, and AJ Bandorf.

The Mayor and City Commissioners welcomed them to the city and expressed their excitement for them bringing their rock climbing business to the City of Holly Hill.

## 7. APPROVAL OF MINUTES

1.

Minutes - January 11, 2022 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
**Mayor Via opened public participation. No one spoke.**

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| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

Enacted and approved this 25th day of January, 2022, in Holly Hill

**8. CONSENT AGENDA - ITEMS ( 1 - 4 )**

Mayor Via asked if there was any member of the audience who wished to discuss any item on the Consent Agenda or if any member of the Commission wanted to pull an item for discussion. There was no one.

1. –2022-R-5 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Purchase and Sale Agreement with 627 Ridgewood LLC for the Property Located at 627 Ridgewood Avenue Parcel # 424401150080 Identified As, E 100 Ft of Lots 7&8 and Lots 9&10 Exc Road Blk 15M & C Holly Hill Per or 5715 Pg 2126 Per or 6656 Pg 1936 of the Public Records of Volusia County, Florida, and Authorizing the City Manager to Execute All Closing Documents; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

**RESOLUTION**
**2022-R-5**
**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH 627 RIDGEWOOD LLC FOR THE PROPERTY LOCATED AT 627 RIDGEWOOD AVENUE PARCEL # 424401150080 IDENTIFIED AS, E 100 FT OF LOTS 7&8 AND LOTS 9&10 EXC ROAD BLK 15M & C HOLLY HILL PER OR 5715 PG 2126 PER OR 6656 PG 1936 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH 627 RIDGEWOOD LLC FOR THE PROPERTY LOCATED AT 627 RIDGEWOOD AVENUE PARCEL # 424401150080**

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**IDENTIFIED AS, E 100 FT OF LOTS 7&8 AND LOTS 9&10 EXC ROAD BLK 15M & C HOLLY HILL PER OR 5715 PG 2126 PER OR 6656 PG 1936 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Holly Hill purchased the property located at 627 Ridgewood Avenue for $350,000; and

**WHEREAS,** the purpose of the purchase was to eliminate a blighted area and consider a project for redevelopment; and

**WHEREAS,** the city and CRA has made several attempts to sell the property through public bidding and requests for proposals; and

**WHEREAS,** the City contracted with Marta Pasqual to sell the property with the city's approval of the buyer and buyers project; and

**WHEREAS,** the buyers 627 Ridgewood LLC has made an offer on the property of $200,000 in addition to an escrow payment of $50,000 that will be reimbursed upon the satisfactory completion of the project and a final certificate of occupancy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City of Holly Hill and the Community Redevelopment Agency is the owner of the property located at 627 Ridgewood Avenue.

**SECTION 2.** 627 Ridgewood LLC is a willing buyer and the City of Holly Hill and the Community Redevelopment Agency are willing sellers.

**SECTION 3.** The City Commission authorizes the City Manager to execute a Purchase and Sale Agreement and to execute all related closing documents with the title company.

**SECTION 4. SEVERABILITY.** If any section, subsection sentence, clause, phrase or portion of the Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 5.** That all resolutions made in conflict with this resolution are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** That this resolution become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of JANUARY, 2022.**

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Enacted and approved this 25th day of January, 2022, in Holly Hill

2. –2022-R-6 Resolution

A Resolution of the City of Holly Hill, Volusia County, Florida Adopting an Infrastructure Priority List for the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act; Providing for Conflicting Resolutions; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

**RESOLUTION**
**2022-R-6**
**A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ADOPTING AN INFRASTRUCTURE PRIORITY LIST FOR THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ADOPTING AN INFRASTRUCTURE PRIORITY LIST FOR THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 70 million and killed over 880,000 Americans ("Pandemic"); and

**WHEREAS**, as a result of the Pandemic, cities have been called on to respond to the needs of their communities; and

**WHEREAS**, city revenues have faced severe economic impacts due to the Pandemic; and

**WHEREAS**, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA"), which included $65 billion in recovery funds for cities across the country; and

**WHEREAS**, ARPA funds are intended to provide support to state, local, and

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tribal governments in responding to the impact of COVID-19; and

**WHEREAS**, approximately $6,189,048 will be disbursed to the City of Holly Hill pursuant to the ARPA allocation; and

**WHEREAS**, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds; and

**WHEREAS**, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury's ARPA guidance; and

**WHEREAS**, the State of Florida will distribute ARPA funds to the City because its population is less than 50,000; and

**WHEREAS**, the City Commission deems it in the best interest of the City of Holly Hill to invest in the rehabilitation of our aging water and sewer infrastructure as established under the American Rescue Plan Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The City Commission of the City of Holly Hill hereby adopts the construction of Biological Treatment Unit #3 as the top priority project and the and the following water sewer infrastructure projects as the additional projects, if funding is available, in priority order:

2. Relocation of the sewer main that is coming into the sewer plant (under the Holly hill Canal) to Alta Drive Bridge
3. Lift station 4 & 21
4. Cavanagh Water Main Replacement
5. Upgrade Influent Head works

for the Coronavirus Local Fiscal Recovery Fund.

**SECTION 2. EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of JANUARY, 2022.**

Enacted and approved this 25th day of January, 2022, in Holly Hill

3. –2022-R-7 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Continuing Contracts with Previously Approved Engineering Firms Selected through the Consultants Competitive Negotiations Act and Authorizing the City Manager to Execute



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Continuing Contracts with Each Selected Firm; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

**RESOLUTION**
**2022-R-7**
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CONTINUING CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED FIRM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CONTINUING CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED ENGINEERING FIRM; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City ranked Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants as pursuant to the Consultants Competitive Negotiations Act on November 23, 2021 and directed City staff to negotiate contracts with each contractor; and

**WHEREAS,** City staff has negotiated continuing contracts with each of the selected contractors; and

**WHEREAS,** City staff is requesting approval of the continuing contracts with these selected firms.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill hereby approves the attached continuing contracts with the four (4) selected engineering firms and authorize the City Manager to execute the continuing contracts with each firm.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

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impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of JANUARY, 2022.**

Enacted and approved this 25th day of January, 2022, in Holly Hill

4. -2022-R-8 Resolution

A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a P25 Radio Communications Equipment Using Volusia County Radio Purchasing Contract; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

**RESOLUTION**
**2022-R-8**
**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A P25 RADIO COMMUNICATIONS EQUIPMENT USING VOLUSIA COUNTY RADIO PURCHASING CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A P25 RADIO COMMUNICATIONS EQUIPMENT USING VOLUSIA COUNTY RADIO PURCHASING CONTRACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Holly Hill desires to purchase a new portable radios, mobile radios and accessories under the Volusia County Radio Purchase contract, under the same terms and applicable conditions as that agreement; and

**WHEREAS,** Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the

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procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

**WHEREAS,** pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

**WHEREAS,** the City Commission of the City now desires to (i) authorize and approve the form of the contract by Volusia County, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

**WHEREAS,** the City has determined that in this circumstance, piggybacking onto an agreement entered into by Volusia County, is the most economically advantageous way to procure these goods and services; and

**WHEREAS,** the City has performed all acts, conditions, and things relating to the acquisition of portable radios, mobile radios and equipment as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1:** Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

**SECTION 2. DEFINITIONS**. As used herein:

(a). "City" means the City of Holly Hill, Florida.

(b). "City Manager" means the City Manager of the City or designee.

(c). "Clerk" means the Clerk of the City or designee.

(d). "Finance Director" means the Finance Director of the City.

(e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.

(f). "City Attorney" means the City Attorney of the City or designee.

**SECTION 3. FINDINGS AND AWARDS.**

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Communications International to purchase portable radios, mobile radios and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Communications International for the purchase of radios and equipment.

**SECTION 4. AUTHORIZATION OF CONTRACT**. The forms of the scope

Attachment: Minutes - January 25, 2022 - Regular City Commission and CRA meeting (3619 : Minutes)

of services and contract documents attached hereto, Exhibit "A", or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

**SECTION 5. ADDITIONAL AUTHORIZATIONS CONCERNING THE SCOPE OF SERVICES AND CONTRACT**. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

**SECTION 6. SEVERABILITY**. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of JANUARY, 2022.**

Enacted and approved this 25th day of January, 2022, in Holly Hill

## 9. REGULAR AGENDA

1. -2022-R-9 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the ECHO Grants-In-Aid Letter Contract, Legal Description of Project Property and Recording of Restrictive Covenants and Authorizing the City Manager to Execute These Documents; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
**Mayor Via opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Roy Johnson, District 4 - Commissioner |
| **SECONDER:** | John C. Danio, District 3 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

**RESOLUTION**
**2022-R-9**
**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS-IN-AID LETTER CONTRACT, LEGAL DESCRIPTION OF PROJECT PROPERTY AND RECORDING OF RESTRICTIVE COVENANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THESE DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE ECHO GRANTS IN AID**

Attachment: Minutes - January 25, 2022 - Regular City Commission and CRA meeting (3619 : Minutes)

**LETTER CONTRACT, LEGAL DESCRIPTION OF PROJECT PROPERTY AND RECORDING OF RESTRICTIVE COVENANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THESE DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Holly Hill applied for a $2,500,000.00 Exceptional Grant through Volusia ECHO for the development of Pictona, Phase2; and

**WHEREAS,** On December 2, 2021, the ECHO Committee made a recommendation to be presented to the Volusia County Council to fund the City's application request; and

**WHEREAS**, On January 18, 2022, the Volusia County Council approved the ECHO Advisory Committee recommendation of the city's ECHO Grants-in-Aid award in the amount of $2,500,000.00; and

**WHEREAS,** The City of Holly Hill must execute a Letter Contract with Volusia and record a Restrictive Covenant of the legal description of the project.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1**. That the City Commission of the City of Holly Hill hereby approves the County of Volusia ECHO Grants-in-Aid Letter Contract and the Restrictive Covenants and Legal Description for the project property to be recorded with the Volusia County Clerk of the Court.

**SECTION 2.** The City Manager is hereby authorized to execute the County of Volusia ECHO Grants-in-Aid Letter Contract and Restrictive Covenants.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 4.** That all resolutions made in conflict with this Resolution are hereby repealed.

**SECTION 5** That this Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 25th day of JANUARY, 2022.**

Enacted and approved this 25th day of January, 2022, in Holly Hill

Attachment: Minutes - January 25, 2022 - Regular City Commission and CRA meeting (3619 : Minutes)

2.

Reorganization of Police Department to Include Reclassification of Positions and Hiring New Positions

(Requested by Joseph Forte, City Manager)
Mr. Forte briefly discussed the charts that were included in the agenda packets.
**Mayor Via opened public participation. No one spoke.**

| | |
|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Penny Currie, District 2 - Commissioner |
| **SECONDER:** | John Penny, District 1 - Commissioner |
| **AYES:** | Via, Penny, Currie, Danio, Johnson |

Enacted and approved this 25th day of January, 2022, in Holly Hill

## 10. PUBLIC HEARINGS - NONE

None.

## 11. COMMUNICATIONS

A. City Manager & Staff Comments
Mr. Forte mentioned that he would like to have the Capital Improvement Projects workshop on February 8, 2022 and add New Hires to that workshop as well at 5:00 PM.

B. City Attorney Comments
None.

C. City Commission Comments
The Mayor and Commissioners congratulated Captain Yates in his promotion and welcomed the Daytona Rock Climbing partners that were present tonight for bringing their business into the city. They are very excited and looking forward to it. A lot of great things are happening in the city; a lot of positive things taking place.

D. Mayor's Comments
(Combined his comments with the Commissioners)

## 12. ADJOURNMENT

The meeting adjourned at approximately 7:10 PM.

Attachment: Minutes - January 25, 2022 - Regular City Commission and CRA meeting (3619 : Minutes)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 8, 2022**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Stormwater Needs Analysis for House Bill 53 Compliance in the Amount of $24,514.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2022-R-10**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

During the 2021 legislative session, House bill 53 was signed into law, which established a long-term planning process for stormwater and wastewater needs. This requires counties, municipalities, and other independent special districts which operate programs for stormwater or wastewater management systems to develop and submit a 20-year needs analysis every five (5) years. The first cycle of reports is due by June 30, 2022. The reports will be submitted to the county in which these service entities reside for consolidation and final submittal to the Florida Office of Economic and Demographic Research (EDR). The EDR is preparing guidance and templates to assist with fulfilling the statutory requirements.

The scope of services from Mead and Hunt includes project management, coordination and quality control, stormwater and financial data collection and review and stormwater needs analysis. Any additional meetings and/or coordination will be determined.

## FISCAL ANALYSIS:

The City entered into a Continuing Services Contract for a term of three years with two (2) additional one (1) year extensions with Mead & Hunt on January 25, 2022.

Funding for this project is in budget account 460-3080-538-3101 at a cost of $24,514.00.

## STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt to provide professional services to facilitate reporting the needs and analysis for stormwater and wastewater

for the City of Holly Hill.

## COMMISSION GOAL:

**Goal #1**: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4**: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

## MOTION:

**APPROVE AUTHORIZING AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE IN THE AMOUNT OF $24,514.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.**

## ATTACHMENTS:

- HH HB53 Compliance Scope Final 1.12.22 (PDF)
- Fully Executed - Mead & Hunt Consultant Services Agreement - Jan. 2022 (PDF)

# Resolution No. 2022-10

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE IN THE AMOUNT OF $24,514.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE IN THE AMOUNT OF $24,514.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** House Bill 53 was signed into law during the 2021 legislative session; and

**WHEREAS,** this Bill requires a long-term planning process to be established for stormwater and wastewater needs; and

**WHEREAS,** the City entered into a Continuing Services Contract for a term of three years with two (2) additional one (1) year extensions with Mead and Hunt on January 25, 2022; and

**WHEREAS,** the City desires Mead and Hunt to provide professional services; and

**WHEREAS,** the requested amount for this authorization is $24,514.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill approve the City Manager to execute any necessary price agreements with Mead and Hunt, Inc., to provide professional services for stormwater needs analysis for House Bill 53 Compliance.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY 2022.**

Mead & Hunt

January 17, 2022

Antoine Khoury, P.E.
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

**STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE**

Dear Mr. Khoury,

We are pleased to present the enclosed scope and fee estimate for the above referenced project for assistance with responding to House Bill 53 requirements. The attached scope of services describes, in detail what our firm understands to be required to assist the City for compliance with the bill.

With our long-term engineering consultant relationship with the City, Mead & Hunt is well qualified to perform these services. We look forward to this opportunity to work with the City on yet another project. If you have any questions or comments, please contact our office.

Sincerely,

Andrew M. Giannini, P.E.
Associate/Senior Project Manager

David A King PE.
Vice President/Business Unit Leader

AMG/DAK:bf

Attachments: Scope of Services
Fee Estimate Spreadsheet

Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

**SCOPE OF SERVICES FOR**
**STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE**

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities, RFQ-22-PW-01, as approved by City Commission on January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

## GENERAL

During the 2021 legislative session, House Bill 53 was signed into law, which established a long-term planning process for stormwater and wastewater needs. Sections 403.9301 and 403.9302, Florida Statutes, requires counties, municipalities, and other independent special districts which operate programs for stormwater or wastewater management systems to develop and submit a 20-year needs analysis every five (5) years. The first cycle of reports is due by June 30, 2022. The reports will be submitted to the county in which these service entities reside for consolidation and final submittal to the Florida Office of Economic and Demographic Research (EDR). The EDR is preparing guidance and templates to assist with fulfilling the statutory requirements.

An overview of the 20-year analysis reporting requirements is provided as follows:

- A detailed description of the stormwater/wastewater facilities;
- Number of current and projected connections and/or residents served in 5-year increments;
- Current and projected service area for stormwater/wastewater services;
- Current and projected cost of providing stormwater/wastewater services in 5-year increments;
- Estimated remaining useful life of each facility or major components;
- Most recent 5-year history of annual contributions to, expenditures from, and balances of any capital accounts for maintenance or expansion of facilities or major components; and
- Local government plan to fund maintenance or expansion of facilities or major components (must include historical and projected revenues and expenditures with evaluation for how to ‘close the gap’ in projected funding.

Volusia County (County) issued a letter to municipalities on October 13, 2021, to initiate coordination of the overall effort. The CITY desires MEAD & HUNT to prepare the report for submission to the County.

## SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

### PHASE 1 – PROJECT MANAGEMENT, COORDINATION AND QUALITY CONTROL

MEAD & HUNT’S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the

Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

CITY. It is assumed that these services will cover the estimated 4-month project duration with a Notice to Proceed in February 2022 and submission to County by June 2022.

MEAD & HUNT will conduct a project kick-off meeting with CITY staff to review the project scope of work and schedule and to review the submittal template provided by the State of Florida. MEAD & HUNT will schedule and conduct up to two (2) additional coordination meetings with CITY staff throughout the project.

MEAD & HUNT will implement a quality assurance and control process, which includes the independent technical review of the project technical work products before its submission to the CITY and agencies.

Deliverables – Meeting agendas and summaries, monthly invoices

**PHASE 2 – STORMWATER AND FINANCIAL DATA COLLECTION AND REVIEW**

MEAD & HUNT will provide the CITY a list of needed data for CITY staff to collect. MEAD & HUNT will utilize other readily available information for other necessary data. MEAD & HUNT will rely on previously prepared masterplans, budget documents, comprehensive annual financial reports, capital improvement program, etc. as much as possible. MEAD & HUNT will review and analyze the collected data.

**PHASE 3 – STORMWATER NEEDS ANALYSIS**

MEAD & HUNT will utilize the Excel workbook for submission as provided by EDR to prepare a draft stormwater needs analysis. The template includes the following eight (8) parts:

1. Background, program description, goals, and activities information
2. System and project information
3. Number of current and projected residents served calculated in 5-year increments, if serving outside of municipal boundary
4. Current and projected service area for the stormwater management program or stormwater management system Current and projected service area
5. Current and projected cost of providing services calculated in 5-year increments, including
    a. Operation and maintenance
    b. Expansion with identified funding
    c. Expansion without identified funding
    d. Resiliency projects related to climate change
6. Estimated remaining useful life of each facility or its major components (based on estimated component age and average industry useful life information)
7. 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components
8. Plan to fund the maintenance or expansion of any facility or its major components

Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

MEAD & HUNT will submit the draft needs analysis to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and MEAD & HUNT will meet with CITY staff to discuss staff's comments. MEAD & HUNT will prepare a final needs analysis and submit such to the CITY for approval. MEAD & HUNT will attend one (1) CITY Commission meeting and present the stormwater needs analysis. Upon approval by the CITY staff and/or Commission, MEAD & HUNT will submit the final stormwater needs analysis to the County on behalf of the CITY.

Deliverables – Draft and final stormwater needs analysis with backup documents, PowerPoint presentation of needs analysis

**PHASE 4 – ADDITIONAL MEETINGS AND/OR COORDINATION**

As needed and/or requested by the CITY, MEAD & HUNT will schedule and attend additional meetings and provide additional work/coordination with CITY staff, County staff or other stakeholders.

**EXCLUSIONS**

This scope of services excludes all items not specifically described herein, including:

- Stormwater utility rate/fee analyses
- Detailed condition assessment of stormwater system components
- Survey/legal description of service/CITY boundaries

**SCHEDULE**

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

| Phase/Task | Duration to Complete | Starting upon |
|---|---|---|
| Phase 1 – Project Management, Coordination and Quality Control | 120 days | Receipt of notice to proceed |
| Phase 2 – Stormwater and Financial Data Collection and Review | 30 days | Receipt of requested data |
| Phase 3 – Draft Stormwater Needs Analysis | 30 days | Review of data |
| Phase 3 – Final Stormwater Needs Analysis | 10 days | Receipt of CITY comments on draft analysis |
| Phase 3 – Stormwater Needs Analysis Submission | 5 days | CITY acceptance of final analysis |
| Phase 4 – Additional Meetings and/or Coordination | TBD | TBD |

Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

**COMPENSATION**

The not-to-exceed cost for this Scope of Services is $24,514 based on the following breakdown:

| Phase/Task | Fee/Cost | Basis |
|---|---|---|
| Phase 1 – Project Management, Coordination and Quality Control | $7,206 | Lump Sum |
| Phase 2 – Stormwater and Financial Data Collection and Review | $4,156 | Lump Sum |
| Phase 3 – Stormwater Needs Analysis | $8,548 | Lump Sum |
| Phase 4 – Additional Meetings and/or Coordination | $4,604 | Time & Expenses |
| ***TOTAL*** | ***$24,514*** | |

**AUTHORIZATION**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

| | | | |
|---|---|---|---|
| Accepted by: | CITY OF HOLLY HILL | Approved by: | MEAD & HUNT, INC. |
| By: | | By: | |
| Name: | | Name: | David A. King, PE |
| Title: | | Title: | Vice President/Business Unit Leader |
| *The above person is authorized to sign for CITY and bind the CITY to the terms hereof.* | | | |
| Date: | | Date | January 17, 2022 |

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.**





Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

Mead & Hunt

**CITY OF HOLLY H ILL**
**STORMWATER NEEDS ANALYSIS FOR HOUSE BILL 53 COMPLIANCE**
**ESTIMATED MANHOUR SCHEDULE**
**January 17, 2022**

| Phase | Description | Senior Associate, Principal | Senior Project Engineer | Engineer II | Technician IV | Administrative Assistant | Total Task ($) |
|---|---|---|---|---|---|---|---|
| | Hourly Rate | $ 288.51 | $ 207.77 | $ 113.89 | $ 131.23 | $ 71.81 | See Below |
| 1 | **Project Management** | | | | | | |
| | Project Management/Coordination/Meetings.QAQC | 12 | 12 | 1 | 1 | 14 | $ 7,205.8 |
| | **Subtotals** | **12** | **12** | **1** | **1** | **14** | **$ 7,205.8** |
| | | | | | | | |
| 2 | **Stormwater and Financial Data Collection and Review** | 2 | 8 | 12 | 2 | 4 | $ 4,155.5 |
| | **Subtotals** | **2** | **8** | **12** | **2** | **4** | **$ 4,155.5** |
| | | | | | | | |
| 3 | **Stormwater Needs Analysis** | 4 | 16 | 24 | 8 | 4 | $ 8,548.8 |
| | **Subtotals** | **4** | **16** | **24** | **8** | **4** | **$ 8,548.8** |
| | | | | | | | |
| 4 | **Additional Meetings and/or Coordination** | 8 | 8 | 2 | 2 | 2 | $ 4,604.1 |
| | **Subtotals** | **8** | **8** | **2** | **2** | **2** | **$ 4,604.1** |
| | **TOTAL ALL TASKS** | **26** | **44** | **39** | **13** | **24** | **$ 24,514.2** |

Attachment: HH HB53 Compliance Scope Final 1.12.22 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis Compliance)

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT**
**Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects**
**Request for Qualification (RFQ) #22-PW-01**

**THIS AGREEMENT** is made and entered into this 25 day of January, 2022, by and between Mead and Hunt, Inc., duly authorized to conduct business in the State of Florida and whose address is 4401 Eastport Parkway, Port Orange, FL 32127, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-03), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for a three (3) years and two (2) one (1) year option at the sole discretion of the city.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. REIMBURSABLE EXPENSES.** "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

**SECTION 5. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

**For Consultant:**
David King, Vice President (Name, Title)
Mead and Hunt, Inc. Company)
4401 Eastport Parkway (Address)
Port Orange, FL 32127 (City, State, Zip)
386-337-3273 (Phone)

Attachment: Fully Executed - Mead & Hunt Consultant Services Agreement - Jan. 2022 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis

**SECTION 6. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 8. MODFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 9. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 10. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 11. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

Valerie Manning

**CITY OF HOLLY HILL**

**Joseph Forte, City Manager**

**Dated:** 1/26/2022

**WITNESSES:**

Tanneee Rachal

Tatiana Russon

**FIRM: MEAD AND HUNT, INC.**

By: _____

David King, PE, Vice President

**Dated:** January 14, 2022

Approved by the City Commission of the City of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. ~~8(3)~~ 22 Consent Agenda

Attachment: Fully Executed - Mead & Hunt Consultant Services Agreement - Jan. 2022 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis

**Mead & Hunt Inc.**
**City of Holly Hill**
**General Engineering Consultant RFQ #22-PW-01**
**Hourly Rate Schedule**

| Contract Position Title | M&H Internal Billing Title | Raw Hourly Labor Rate | Multiplier | Loaded Hourly Labor Rate |
|---|---|---|---|---|
| Principal Engineer (Project Director) | Senior Associate, Principal | $ 102.98 | 280.16% | $ 288.51 |
| Project Manager | Senior Client/Project Manager | $ 86.73 | 280.16% | $ 242.98 |
| Senior Project Engineer | Senior Project Engineer | $ 74.16 | 280.16% | $ 207.77 |
| Project Engineer | Engineer IV/Senior Engineer | $ 61.46 | 280.16% | $ 172.19 |
| Senior Designer (CADD) | Senior Engineering Technician | $ 55.62 | 280.16% | $ 155.82 |
| Project Administrator (CEI) | Engineering Technician IV | $ 46.84 | 280.16% | $ 131.23 |
| Engineering Intern | Engineer I/II/III | $ 40.65 | 280.16% | $ 113.89 |
| Designer (CADD) | Engineering Technician III | $ 34.63 | 280.16% | $ 97.02 |
| GIS Technician | Engineering Technician III | $ 34.63 | 280.16% | $ 97.02 |
| Senior Inspector (CEI) | Engineering Technician III | $ 33.24 | 280.16% | $ 93.13 |
| Inspector (CEI) | Engineering Technician II | $ 28.56 | 280.16% | $ 80.01 |
| Administrative Support | Admin Assistant | $ 25.63 | 280.16% | $ 71.81 |

Notes:
1. Audited multiplier per audit for fiscal year ending October 31, 2020 is 268.16%.
2. FY2020 audited rate was lower than previous years due to lower expenses caused by COVID.
3. Raw hourly labor rate range based on current staffing and salaries as of Decmber 13, 2021.
4. Raw hourly rates and multiplier are subject to annual adjustments.
5. This schedule is effective between January 1, 2022 and December 31, 2022.

**Expenses:**
Out-of-Pocket Direct Job Expenses (subconsultants, reproduction, postage, permit application fees, etc.) = Actual Cost + 5%

**Travel:**
Company/Personal Car Mileage (work required to be performed out of Volusia County) = IRS rate per mile

**Billing:**
Invoicing will be on a monthly basis for work performed.

Attachment: Fully Executed - Mead & Hunt Consultant Services Agreement - Jan. 2022 (2022-R-10 : House Bill 53 R Stormwater Needs Analysis

ORIGINAL

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 8, 2022**
**FROM:** **Antoine Khoury**
**SUBJECT:** **A Resolution of the City Commission of the City of Holly Hill, Florida, Selecting the Proposal of RWB Services D/B/A Air One Heating and Cooling in the Amount of $36,418.58 to Replace Six (6) Air Conditioning Split Systems Serving the Gymnasium at the YMCA as the Lowest, Responsible Proposal and Authorizing the City Manager to Execute a Contract with RWB Services D/B/A Air One Hearing and Cooling for Said Amount; Providing for Severability; and Providing for an Effective Date.**
**NUMBER:** **2022-R-11**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

Six (6) air conditioning split systems serving the gymnasium at the YMCA are in need of replacement. The current units were manufactured between 2001 and 2004 respectively, and currently five (5) out of the six (6) A/C units are not functioning. Repairs to these units exceed the value and is not recommended.

Based on the age of the equipment and the labor required to install air handlers in the gymnasium, staff have determined that the most cost-effective action would be to replace all (6) units concurrently. As such, a formal bid procedure was held inviting proposals to replace the air conditioners serving the gymnasium at the YMCA. Four bids were received for this project with the following costs:

| | |
|---|---|
| RWB Services dba Air One Heating and Cooling | $36,418.58 |
| Platinum Air Systems, Inc. | $39,880.00 |
| Amsco Air Mechanical and Service Corp. | $48,050.00 |
| G&S Refrigeration & A/C, LLC | $52,842.62 |

Copies of all bids received are included under Exhibits ‘A’ through ‘D’.

On January 20, 2022, an evaluation committee convened to discuss the bids received and select a contractor to recommend to the City Commission. Each member of the selection committee chose RWB Services dba Air One Heating and Cooling as the lowest responsive and responsible bidder. A copy of the evaluation committee scoring is included under Exhibit “E”.

One of the cost proposal line items submitted from Air One was $2,418.55 for miscellaneous fees. City staff reached out to the contractor to clarify this cost and received a response listing miscellaneous supplies required to complete the work. This was found to be consistent with the requirements of the bid and is included under Exhibit "F".

Staff is recommending that the City Commission approve an agreement with RWB Services dba Air One Heating and Cooling to remove and replace the six (6) air conditioning split units serving the gymnasium the YMCA at a cost of $36,418.58.

**FISCAL ANALYSIS:**

Funding was approved in the FY2021/2022 budget in the amount of $30,000 for the replacement air conditioners at the YMCA under GL ledger account 301-8110-580.64-00 project 22BG05. The additionally requested $10,000 for the proposed project is being transfer from the savings in the YMCA roof replacement project.

**STAFF RECOMMENDATION**:

Approve the agreement with RWB Services dba Air One Heating and Cooling for the replacement of six (6) air conditioning split systems serving the YMCA gymnasium at a cost of $36,418.58.

**COMMISSION GOAL:**

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #2:** Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

**MOTION:**

**SELECTING THE PROPOSAL OF RWB SERVICES D/B/A AIR ONE HEATING AND COOLING IN THE AMOUNT OF $36,418.58 TO REPLACE SIX (6) AIR CONDITIONING SPLIT SYSTEMS SERVING THE GYMNASIUM AT THE YMCA AS THE LOWEST, RESPONSIBLE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RWB SERVICES D/B/A AIR ONE HEATING AND COOLING FOR SAID AMOUNT.**

**ATTACHMENTS:**

- Exhibit A - Bid RWB Services Air One (PDF)
- Exhibit B - Platinum Air Sysems (PDF)
- Exhibit C - Bid Amsco Air Mechanical & Service Crop (PDF)
- Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (PDF)
- Exhibit E - Selection Committee (PDF)
- Exhibit F - Miscellaneous Cost Clarification (PDF)

# Resolution No. 2022-11

## A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING THE PROPOSAL OF RWB SERVICES D/B/A AIR ONE HEATING AND COOLING IN THE AMOUNT OF $36,418.58 TO REPLACE SIX (6) AIR CONDITIONING SPLIT SYSTEMS SERVING THE GYMNASIUM AT THE YMCA AS THE LOWEST, RESPONSIBLE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH RWB SERVICES D/B/A AIR ONE HEARING AND COOLING FOR SAID AMOUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, SELECTING THE PROPOSAL OF RWB SERVICES D/B/A AIR ONE HEATING AND COOLING IN THE AMOUNT OF $36,418.58 TO REPLACE SIX (6) AIR CONDITIONING SPLIT SYSTEMS SERVING THE GYMNASIUM AT THE YMCA AS THE LOWEST, RESPONSIBLE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RWB SERVICES D/B/A AIR ONE HEATING AND COOLING FOR SAID AMOUNT ; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** five (5) out of (6) air conditioning split units currently serving the YMCA gymnasium are not functioning; and

**WHEREAS,** these A/C units have exceeded their useful life and are not cost effective to repair; and

**WHEREAS,** sealed proposals were received from four (4) qualified vendors for the replacement of six (6) air conditioning split units; and

**WHEREAS,** a unanimous recommendation was reached by a selection committee recommending that the contract for the replacement of the air conditioning systems serving the gymnasium of the YMCA be awarded to RWB Services dba Air One Heating and Cooling.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission of the City of Holly Hill hereby selecting the proposal of RWB Services d/b/a Air One Heating and Cooling as the lowest,

responsible proposal, approving an agreement with RWB Services d/b/a Air One Heating and Cooling in the amount of $36,418.58 to replace the air conditioning units serving the gymnasium at the YMCA and authorize the City Manager to execute the same.

**SECTION 2. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY, 2022.**

## PROPOSER CHECK LIST

**I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Proposal.**
Proposer should check off each of the following items as the necessary action is completed:

☐ The standard contract/ agreement has been signed and included.

☐ All applicable forms have been signed and included

☐ All information as requested in the Proposer's Qualification Form is included.

☐ Any addenda have been signed and included.

☐ The mailing envelope has been addressed to:

**CITY CLERK**
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☐ The **mailing envelope must be sealed and marked** with Proposal Number "RFP # 22-BG-05, Proposal Title "A/C Replacements at the YMCA " **and** Due Date "January 4, 2022 @ 10:00 am".

☐ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

RWB Services LLC d/b/a Air One Heating and Cooling
Company

430 Andalusia Ave
Address

Authorized Signature

Ormond Beach FL 32174
City, State, Zip Code

Peter Francis Managing Partner
Printed Name & Title

386-679-7090
Telephone No.

cshewmaker@aironefl.com
Email

N/A
Fax No.

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**PROFESSIONAL SERVICES AGREEMENT**
A/C Replacements at the YMCA
**Request for Proposal (RFP)** 22-BG-05

**THIS AGREEMENT** is made and entered into this 4 day of Jan , 2022, by and between RWB Services DBA Air One Heating and Cooling duly authorized to conduct business in the State of Florida and whose address is 430 Andalusia Ave Ormond Beach hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-05), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for sixty (60 days) from the date of award per the terms and conditions of the RFP.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

**For Contractor:**
Ken Alan Managing Partner (Name, Title)
RWB Services DBA Air One. (Company)
430 Andalusia Ave (Address)
Ormond Beach, FL 32174 (City, State, Zip)
(386) 679-7090 (Phone)

**SECTION 5. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**SECTION 7. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 8. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 9. WAIVER OF JURY TRIAL.** THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 10. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

_____

**WITNESSES:**

_____

_____

**CITY OF HOLLY HILL**

_____

**Joseph Forte, City Manager**

**Dated:** _____

**FIRMS**

**By:** _____

_____, _____

**Dated:**_____

**Attachments: A. RFP # 22-BG-05**
**B. Firm Response to RFP**

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

RWB Services DBA Air One
Company

430 Andalusia Ave
Address

Authorized Signature

Ormond Beach, FL 32174
City, State, Zip Code

Peter Francis Managing partner
Printed Name & Title

386-679-7090
Telephone No.

cgherniff@aironefl.com
Email

Fax No.

State of Florida )
City of Ormond Beach )

SUBSCRIBED AND SWORN to before me this 4th day of January, 2022, by Peter Francis, who is personally known to me to be the PIC for the Firm, OR who produced the following identification: _____.

Ronda Lozier
Notary Public

Notary Public State of Florida
Ronda Lozier
My Commission GG 949722
Expires 02/26/2024

My Commission Expires: 2.26.24

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## PROPOSERS QUALIFICATION FORM

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

| % Completed | Project | Contract Amount |
|---|---|---|
| 25 | Aldi Winter Springs | $ 62,000.00 |
| 25 | Aldi Edgewater | $ 66,000.00 |
| 10 | Silverleaf | $ 236,000.00 |

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

Aldi Starke, CAN Daytona, Volusia County Votran

**OTHER INFORMATION ABOUT PROJECTS:**

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 50,260.93 **Total Fees for work done on all City projects**



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**REFERENCES**:
Bank(s) Maintaining Account(s): Chase Banking 592533183

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)

**TYPE OF FIRM:**

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☑ Other: Please list: LLC _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

RWB Services LLC
Company DBA Airone Heating & Cooling

Authorized Signature

430 Andalusia Ave
Address

Ormond Beach FL 32174
City, State, Zip Code

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

# DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

**RE: RFP NO.** 22-BG-05 "A/C Replacements at the YMCA"
Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #** 22-BG-05.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4th day of January, 2022 in the City of Ormond Beach, in the State of Florida.

RWB Services DBA Air One
Company

430 Andalusia Ave
Address

Authorized Signature

Ormond Beach FL 32174
City, State, Zip Code

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## INSURANCE REQUIREMENTS

| INSURANCE TYPE | REQUIRED LIMITS |
|---|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | Bodily Injury & Property Damage<br>$1,000,000 single limit per occurrence |

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

| | |
|---|---|
| ☒ 4. Automobile Liability | $ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included |
| ☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage | $ 1,000,000 Per Occurrence |

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**INSURANCE REQUIREMENTS**
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number 22-BG-05 and A/C Replacements at the YMCA

= = = =

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?**

☑ **YES**
☐ **NO**

RWB Services DBA Air One
Company

Authorized Signature

Peter Francis Managing Partner
Printed Name & Title

cshorrit@aironefl.com
Email

430 Andalusia Ave
Address

Ormond Beach FL 32174
City, State, Zip Code

(386) 679-7090
Telephone No.

Fax No.

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Volusia

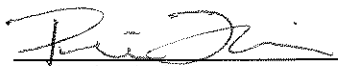
Peter Francis, being first duly sworn, deposes and says that:

He/she is managing partner of Air One Heating & Cooling Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

| | |
|---|---|
| RWB Services DBA Air One<br>Company | 430 Andalusia Ave<br>Address |
|  <br>Authorized Signature | Ormond Beach FL 32174<br>City, State, Zip Code |
| Peter Francis managing partner<br>Printed Name & Title | (386) 679-7090<br>Telephone No. |
| CSheriff@aironefl.com<br>Email | Fax No. |

Subscribed and sworn to before me this 4th day of January 20 22

Linda Fozier

Notary Public

Title

My Commission Expires: 2-26-24

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**ACKNOWLEDGEMENTS**

**RFP #** 22-BG-05 A/C Replacements at the YMCA

**To: City of Holly Hill**
**1065 Ridgewood Ave**
**Holly Hill, FL 32117**

**From :**

**The Contractor agrees to provide** A/C Replacements at the YMCA **as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.**

**The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.**

**The undersigned agrees to provide the** A/C Replacements at the YMCA **called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.**

**The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed sixty (60) days from the effective date of the contract term.**

**The undersigned accepts the invoicing and payment policies specified in the RFP.**

**Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.**

**The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.**

**The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.**

**Contractor shall guarantee A/C Replacements at the YMCA within** 60 **days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

**Dated this** 4th **day of** January **(Month)**, 2022 **(Year)**

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY**

**By:** Peter Francis / Peter Francis
(Signature) (Print name)

**Address:** 430 Andalusia Ave
Ormond Beach FL 32174

**Telephone:** (386) 679-7090 **Fax:** (N/A

**Taxpayer Identification Number (TIN):** 81-2755628

**CORPORATION**

**By:** _____ / _____
(Signature) (Print name)

**Address:** _____

_____

_____

**Telephone:** (_____)_____ **Fax:** (_____) _____

**Taxpayer Identification Number (TIN/EIN):** _____

**State Under Which Corporation Was Chartered:**

_____

**Corporate President:** _____
(Print Name)

**Corporate Secretary:** _____
(Print Name)

**Corporate Treasurer:** _____
(Print Name)

**CORPORATE SEAL**

**Attest By:** _____
Secretary

**Signature:** _____ **Date:** _____

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

**Valerie Manning, City Clerk**
*386-248-9441*
*vmanning@hollyhillfl.org*
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: RWB Services DBA Air One

Authorized representative (printed): Peter Francis

Authorized representative (signature): [signature]

Project Number: 22-BG-05 Date: 1/4/22





Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

# REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Volusia County
   Address:
   Point of Contact: Greg Martone
   Phone #: Email address:
   Service(s) Provided: Service, maintenance, AC Replacements
   Dates of Service: 1/2020 present
2. Name of Company: Infinity General Contractors
   Address: 730 S Atlantic Ave Ormond Beach FL
   Point of Contact: Ken Patel
   Phone #: 407-765-2168 Email address: sjuengst@hollyhill.org
   Service(s) Provided: Mechanical contracting work
   Dates of Service: 1/2014 - present
3. Name of Company: City of Holly Hill
   Address: 453 LPGA Blvd
   Point of Contact: Steve Juengst
   Phone #: 386-248-9463 Email address:
   Service(s) Provided: service, maintenance, AC Replacements
   Dates of Service: 1/2014 - present
4. Name of Company: AM Weigel
   Address: 166 S Palmetto Ave Daytona Beach
   Point of Contact: Dwight Pickett
   Phone #: 386-257-6691 Email address:
   Service(s) Provided: Mechanical Contracting work
   Dates of Service: 11/2019 - present

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Peter Francis managing Partner
(Print Individual's Name and Title)
for RWB Services LLC dba Air One Heating & Cooling
(Print Name of Entity Submitting Sworn Statement)
whose business is HVAC Installations, Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-2755628

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

✓ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

✓ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this 4TH day of January, 2022

Personally known ✓ _____
(Notary)

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: 2·26·24
(Type of Identification)

Notary Public State of Florida
Ronda Lozier
My Commission GG 949722
Expires 02/26/2024

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

## VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
(X) Other LLC (Explain)

Federal Employer Identification Number: 81-2755628

Firm Name: RWB Services LLC, dba Air One Heating & Cooling

Mailing Address: 430 Andalusia Ave

Ormond Beach, FL 32174

Telephone No. 386-679-0790 Fax No.: NA

Email Address: CSherriff@aironefl.com Web Address: aironefl.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: Chris Sherriff

Name & Title Printed: CJS Lead Estimator

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

# PROPOSAL PRICING FORM

RFP 22-BG-05
A/C Replacements at the YMCA

RFP Date: 1/4/22

TO: The City of Holly Hill, Florida

FROM: Air One

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the** A/C Replacements at the YMCA for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the A/C Replacements at the YMCA as follows:

| Item # | Description | Cost |
|---|---|---|
| 1. | Charge down and remove (6 ea) existing 5-Ton GrandAire Air Handlers and Condenser Units | $3000.00 |
| 2. | Furnish and install (6 ea) new thermostats with control wire for each system | $3000.00 |
| 3. | Furnish and install (6 ea) new 5-Ton straight cool condensing units Daikin or Comparable | $14,000.00 |
| 4. | Furnish and install (6 ea) new 5-Ton Air Handler Units | $14,000.00 |
| 5. | Miscellaneous Fees (Please list below) | $2,418.58 |
| | | |
| | | |
| | | |
| | | |
| | | |

**Total Project Cost:** $36,418.58/100

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this





Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

| | |
|---|---|
| Authorized Signature | 430 Andalusia Ave<br>Address |
| Peter Francis, Managing Partner<br>Printed Name & Title | Ormond Beach FL 32174<br>City, State, Zip Code |
| RWB Services DBA Air One<br>Company | 386-679-7090<br>Telephone No. |
| 1/4/22<br>Date | csheriff@aironefl.com<br>Email Address. |

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RWB Services LLC

2 Business name/disregarded entity name, if different from above
Air One Heating & Cooling

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
430 Andalusia Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Ormond Beach, FL 32174

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
81 - 2755628

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Ronda Thyen Date ▶ 1/4/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

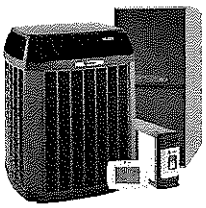
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See What is backup withholding, later.



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

PHONE: Office : 386.679.7090

430 Andalusia Ave. ,
Ormand Beach , FL. 32174
www.aironefl.com
CAC1820800



# PROPOSAL

| PROPOSAL SUBMITTED TO: | PHONE | EMAIL | DATE |
|---|---|---|---|
| *City of Holly Hill* | | | 1/4/2022 |
| | JOB NAME *YMCA* | | |
| | LOCATION *Holly Hill YMCA* | | |

We hereby propose to:Furnish,install and service the equipment and materials listed below with the conditions and specifications set forth in this proposal

•We are pleased to submit a proposal on the above named job for the following:
**•We will disconnect from existing sheet metal return duct and electrica.**
**•We install Ram Board on gymnasium floor to protect for replacement of all systems.**
**•We will charge down and remove (6) existing 5 ton GrandAire AHU's and CU's.**
**•We will flush linesets with R-11 flush ,so all linesets are ready for new Daikin systems.**
**•We will furnish and install (6) new Honeywell WiFi T-stats with control wire. One for each system.**
**•We will fabricate and install (6) new sheet metal supply diffusers. In addition we will install new sheet metal duct work tie-ins for new air handlers.**
**•We will furnish and install (6) New Daikin -DX14SN0601 straight cool condensing units.**
**•We will install new hurricane tie down kits for alll new condenseing units.**
**•We will furnish and install (6) New Daikin Variable Speed -DV61PTCD14 air handler units.**
**•We will furnish and install (2) new sheet metal secondary drain pan.**
**•We will install new in-line saftey switches and new pan safety switches for all air handlers.**
**•We will replace the Armaflex insulation at condensers and air handlers.**
**•We will provide a lull,duct jackets and sizzor lifts for removing and replacing ceiling hung AHU's.**
**•We will provide all labor and material necessary to complete and provide (6) fully functioning straight cool systems.**
**•We will install new virgin R410a refrigerant into system.**
**•We will charge system to factorty spec's**
**•We will perform start-up on system.**
**•We will check air flow for system.**
**•All work will be performed during normal working hours (M-F 7am - 3pm).**
**•Price includes all permit fees ,Taxes and labor included.**

**Excluded this price are the following:**
**Any unforeseen issues related to and/or items not mentioned in the above scope of work.**

**We propose** hereby to furnish material and labor, complete in accordance with above specifications, for the sum of
Thirty Six Thousand Four Hundred Eighteen and 58/100 **$ 36,418.58**

**All of the above labor, material, and service to be performed for an estimated sum of "$SEE ABOVE," payable as follows:**
**Due at time of completion.**



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

As further conditions of this estimate-contract, it is understood that we will not be responsible for delays caused by conditions beyond our control; that this estimate-contract may be **reassessed by us if HVAC work is not started within three (3) months from this date (due to constant rising costs of materials and supplies)**; and that this estimate-contract may be withdrawn by us if not accepted within **thirty (30) days** from this date; that any alteration or deviation from the above named items will become an extra charge over and above the sum quoted above, which charge you will pay within **ten (10) days** after the same has accrued; that this estimate when signed by us and accepted and signed by you, constitutes an entire and binding contract between us; and that if any obligation hereunder is enforced by action at law or in equity, then the party against whom such is enforced agrees to pay all costs including reasonable attorney's fees. **Prior arrangements must be made when paying with credit card.** Our workers are fully covered by Worker's Compensation Insurance.

Respectfully submitted,

Air One Heating and Cooling

**BY:** Chris Sherriff
**Chris Sherriff**

==========

**ACCEPTANCE OF ESTIMATE**

The foregoing terms, conditions and specifications are hereby accepted and agreed to as a valid and binding contract and I/WE hereby authorize you to execute the same.

Dated this _____ day of _____, 20____.

_____ _____
**SIGNATURE/TITLE** **PRINTED NAME**

_____ _____
**SIGNATURE/TITLE** **PRINTED NAME**



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**ADDENDUM NUMBER 1**
**RFP 22-BG-05**
**YMCA AIR CONDITIONING REPLACEMENT**
**CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-05** for the above request for **YMCA AIR CONDITIONING REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

**QUESTIONS AND ANSWERS**

Q1 There are only (2) T-Stats currently in place, but the solicitation is asking for (6)?

A1. There are (4) in place currently. We would like to be able to control thermostats independently as needed.

Q2 Will the (6) T-Stats each control (1) Unit? Will they all be set at the same temperature?

A2. Yes.

Q3 What brand T-Stats?

A3. Not specified – this is at the contractor's discretion.

Q4 Request is for replacement or reusing the line sets?

A4. Reuse the line sets.

Q5 There is no request for new service wiring will there be an add for new wiring if it is needed?

A5. If new wiring is needed, it can be addressed through a change order.

Q6 Can we have a site visit to review the electrical?

A6. Please contact FinanceDirector@hollyhillfl.org to schedule a site visit.

Q7 Is the ductwork in need of replacement?

A7. Ductwork is not part of the scope of work for this project.

Q8 Will copper lines for the A/Cs need to be replaced?



Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

A8. CORRECTION: Copper lines will not need to be replaced unless warranted. If copper lines require replacement, that will be addressed through a change order.

Signature acknowledges receipt and understanding of this addendum.

CHRIS SHERRIFF Lead Estimator
Name/Title

1/4/22
Date

Attachment: Exhibit A - Bid RWB Services Air One (2022-R-11 : YMCA A/C Replacements)

**ADDENDUM NUMBER 1**
**RFP 22-BG-05**
**YMCA AIR CONDITIONING REPLACEMENT**
**CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-05** for the above request for **YMCA AIR CONDITIONING REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

**QUESTIONS AND ANSWERS**

Q1 There are only (2) T-Stats currently in place, but the solicitation is asking for (6)?

A1. There are (4) in place currently. We would like to be able to control thermostats independently as needed.

Q2 Will the (6) T-Stats each control (1) Unit? Will they all be set at the same temperature?

A2. Yes.

Q3 What brand T-Stats?

A3. Not specified – this is at the contractor's discretion.

Q4 Request is for replacement or reusing the line sets?

A4. Reuse the line sets.

Q5 There is no request for new service wiring will there be an add for new wiring if it is needed?

A5. If new wiring is needed, it can be addressed through a change order.

Q6 Can we have a site visit to review the electrical?

A6. Please contact **FinanceDirector@hollyhillfl.org** to schedule a site visit.

Q7 Is the ductwork in need of replacement?

A7. Ductwork is not part of the scope of work for this project.

Q8 Will copper lines for the A/Cs need to be replaced?



Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)

**A8. CORRECTION: Copper lines will not need to be replaced unless warranted. If copper lines require replacement, that will be addressed through a change order.**

Signature acknowledges receipt and understanding of this addendum.

John Bruce President

Name/Title

01-04-2022

Date

Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Foundation Risk Partners
1540 Cornerstone Blvd., Suite 200
Daytona Beach FL 32117

License#: L100460

**CONTACT NAME:** Certificates
**PHONE (A/C, No, Ext):** 386-677-4761 **FAX (A/C, No):** 386-673-5370
**E-MAIL ADDRESS:** certs@foundationrp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern-Owners Insurance Company | 10190 |
| INSURER B : Auto-Owners Insurance Company | 18988 |
| INSURER C : TECHNOLOGY INS CO INC | 42376 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Platinum Air Systems, Inc.
1260 Hand Ave Suite B
Ormond Beach FL 32174

PLATAIR-01

**COVERAGES** **CERTIFICATE NUMBER:** 1071295445 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 72253942 | 3/3/2021 | 3/3/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 53-253942-00 | 3/3/2021 | 3/3/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 53-253942-01 | 3/3/2021 | 3/3/2022 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 1,000,000<br>$ 1,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | TWC3962864 | 3/3/2021 | 3/3/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
SEE NOTES FOR POLICY COVERAGE FORMS

**CERTIFICATE HOLDER**

City Of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)

AGENCY CUSTOMER ID: PLATAIR-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Foundation Risk Partners dba Halifax Insurance Partners | PLATINUM AIR SYSTEMS, INC. |
| **POLICY NUMBER** | |
| See Acord 25 | |
| **CARRIER** / See Acord 25 — **NAIC CODE** / See Acord 25 | **EFFECTIVE DATE:** See Acord 25 |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Notes

CURRENT POLICY FORMS:

GENERAL LIABILITY

55091 (5-17) COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

CG 20 01 04 13 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

COMMERCIAL AUTO

58001 (1-15) SECTION II - COVERED AUTOS LIABILITY COVERAGE
58540 (12-19) PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE
58583 (1-15) WAIVER OF OUR TO RECOVER PAYMENT (WAIVER OF SUBROGATION) - BLANKET

COMMERCIAL UMBRELLA

66160 (12-17) ADDITIONAL INSURED PRIMARY NONCONTRIBUTORY - BLANKET COVERAGE

WORKERS COMPENSATION

WC 00 03 13 (ED. 04-84) WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)



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Platinum
AIR SYSTEMS, INC
1260 Hand Ave Suite B Ormond Beach, Fl 32174
CAC1813920 386.675.6171

Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)

Date: 01/04/2022

To: City of Holly Hill

Project/Estimate Name: **RFP 22-BG-05 A/C Replacements at the YMCA**

Location: Holly Hill, FL

**Services included are the following:**

The City of Holly Hill is seeking a qualified HVAC contractor to remove and replace (6 ea) 5-Ton AC systems servic the gymnasium at the Holly Hill YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. Specifications o work include:

- Charge down and remove (6) existing 5-Ton Grand-Aire air handlers and condenser units
- Furnish and install (6) thermostats with control wires
- Furnish and install (6) 5-Ton straight cool condensing units. Daikin or similar, 16 Seer performance
- Furnish and install (6) 5-Ton air handlers
- The rental of a lull will be required for this work as the air handlers are hung from the ceiling in the gymnasium.
- The protection of the existing flooring is required while work is occurring.
- Obtain all necessary permits from the City of Holly Hill. Permit fees will be paid by the Public Works Department

**Pricing and Payment Terms:**

In accordance with City of Holly Hill's terms

Total HVAC installation price is: $39,880.00

**Approval Signature/P**O: _____ **Date:** _____

Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)



Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRUCE, JOHN EDWARD
INDIVIDUAL
393 MUDDY CREEK LANE
ORMOND BEACH FL 32174

LICENSE NUMBER: CAC1813920
EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

John Edward Bruce

2 Business name/disregarded entity name, if different from above

Platinum Air Systems, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

1260 Hand Ave Suite B

Requester's name and address (optional)

6 City, state, and ZIP code

Ormond Beach, Fl 32174

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 3 | 0 | – | 1 | 2 | 5 | 8 | 1 | 3 | 2 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ▶ [signature] **Date** ▶ 4-7-2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



Attachment: Exhibit B - Platinum Air Sysems (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

TO:

City of Holly Hill
City Clerk
1065 Ridgewood Ave.
Holly Hill, Florida 32117

From:

Air Mechanical and Service Corporation
325 Anchor Rd.
Casselberry, Florida 32707

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

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Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## Tab I

Acceptance of Conditions

AIR MECHANICAL & SERVICE CORP.

**Acceptance of Conditions:**

Air Mechanical and Service Corporation does not have any exceptions to the general terms and conditions of the referenced RFP, insurance requirements, other requirements listed.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## Tab II

Documents

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## BYERS, JOHN L

AIR MECHANICAL & SERVICE CORP.
4311 W IDA ST
TAMPA FL 33614

**LICENSE NUMBER: CGC1522709**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## BYERS, LINDSAY W

AIR MECHANICAL & SERVICE CORP.
4311 W IDA STREET
TAMPA FL 33614

**LICENSE NUMBER: CMC1250221**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

# *LOCAL BUSINESS TAX RECEIPT*

## CITY OF CASSELBERRY

**95 TRIPLET LAKE DRIVE**
**CASSELBERRY, FLORIDA 32707**

**Business name:** AIR MECHANICAL & SERVICE CORPORATION
**Location address:** 325 ANCHOR RD
**City/State:** CASSELBERRY FL 32707

AIR MECHANICAL & SERVICE CORPORATION
325 ANCHOR RD

CASSELBERRY FL 32707-3230

**ISSUE DATE:** August 11, 2021
**EXPIRATION DATE:** September 30, 2022

| TAX RECEIPT # | CLASSIFICATION | FEES PAID |
|---|---|---|
| 22-00007755 | CONSTRUCTION | 115.76 |
| 22-00010717 | SEMINOLE COUNTY FEE B | 45.00 |

**LICENSE COMMENTS AND RESTRICTIONS:**

COMMERCIAL HVAC MECHANICAL CONTRACTOR
STATE LICENSE NO. CMC1250221

IMPORTANT: THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.
PENALTY FOR FAILURE TO DO SO.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

# Tab III

Required Form Submittals

# PROFESSIONAL SERVICES AGREEMENT

A/C Replacements at the YMCA

**Request for Proposal (RFP) 22-BG-05**

**THIS AGREEMENT** is made and entered into this 3rd day of Jan., 2022, by and between Air Mechanical and Service Corporation, duly authorized to conduct business in the State of Florida and whose address is 325 Anchor Rd. Casselberry, FL 32707, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-05), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for sixty (60 days) from the date of award per the terms and conditions of the RFP.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

**For Contractor:**
Lance Gorney, Vice President (Name, Title)
Air Mechanical and Service Corp. (Company)
325 Anchor Rd. (Address)
Casselberry, FL, 32707 (City, State, Zip)
407-699-0454 (Phone)

**SECTION 5. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

**SECTION 7. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 8. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 9. WAIVER OF JURY TRIAL.** THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 10. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

_____

**CITY OF HOLLY HILL**

_____
**Joseph Forte, City Manager**

**Dated:** _____

**WITNESSES:**

_____
Eric Laprise

_____
Rhianna Ramsay

**FIRMS**
**By:** Air Mechanical and Service Corp.

Lance Gorney, VP

**Dated:** January 3rd. 2022

**Attachments: A. RFP # 22-BG-05**
**B. Firm Response to RFP**

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## PROPOSER CHECK LIST

**IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.**
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

**CITY CLERK**
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☑ The **mailing envelope must be sealed and marked** with Proposal Number "RFP # 22-BG-05, Proposal Title "A/C Replacements at the YMCA " **and** Due Date "January 4, 2022 @ 10:00 am".

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| Authorized Signature | Casselberry, FL,32707 |
| | City, State, Zip Code |
| Lance Gorney- Vice President | 407-699-0454 |
| Printed Name & Title | Telephone No. |
| Lance@amsco-ac.com | 407-699-0690 |
| Email | Fax No. |



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| Authorized Signature | Casselberry, FL, 32707 |
| | City, State, Zip Code |
| Lance Gorney- Vice President | 407-699-0454 |
| Printed Name & Title | Telephone No. |
| Lance@amsco-ac.com | 407-699-0690 |
| Email | Fax No. |

State of Florida )
City of Casselberry )

SUBSCRIBED AND SWORN to before me this 3rd day of January, 20 22, by Lance Gorney, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

KAREN A. MATTHEWS
MY COMMISSION # HH 045336
EXPIRES: September 22, 2024
Bonded Thru Notary Public Underwriters

My Commission Expires: September 22, 2024



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

# PROPOSERS QUALIFICATION FORM

## LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

| % Completed | Project | Contract Amount |
|---|---|---|
| 99% | East Orange District Office | $ 1.1 Million |
| 95% | Orange County Corrections | $ 3.6 Million |
| 5% | Voluisa County Sheriffs Traning Facility | $ 138,400.00 |

## LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Florida Dept. Of Transportation -Beachline Tunnel HVAC Replacement

Orange County Co-Op. Exhibit Hall HVAC Replacement.

## OTHER INFORMATION ABOUT PROJECTS:

N/A

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

N/A

## FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

$ 0.00 **Total Fees for work done on all City projects**



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

**REFERENCES**:
Bank(s) Maintaining Account(s): Bank of the Ozarks.

Surety/Underwriter: (if required) Westfield Insurance Company.

Other References: (Use additional sheets if necessary)
See Attached

**TYPE OF FIRM:**

☑ Corporation/Years in Business: 40. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| Authorized Signature | Casselberry, FL, 32707 |
| | City, State, Zip Code |

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

## Trade References:

1) RE Michel - 376 W. Grant St. Orlando, Fl. 32806
   Todd Mowder 407-841-8870
   Todd.mowder@remichel.com

2) Johnstone - 1651 South Rio Grande Ave, Orlando, FL. 32805
   Greg Boggs 407-704-0158
   Greg.Boggs@johnstonewaregroup.com

3) Stan Weaver & Co. – 3663 All American Blvd
   Dean Pieper 407-581-6940
   Dpieper@stanweaver.com

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

**RE: RFP NO.** 22-BG-05 "A/C Replacements at the YMCA"
Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP #** 22-BG-05.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 3rd day of January, 2022 in the City of Casselberry, in the State of Florida.

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| | Casselberry, FL,32707 |
| Authorized Signature | City, State, Zip Code |



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## INSURANCE REQUIREMENTS

| INSURANCE TYPE | REQUIRED LIMITS |
|---|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | Bodily Injury & Property Damage<br>**$1,000,000** single limit per occurrence |

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

| | |
|---|---|
| ☒ 4. Automobile Liability | **$ 500,000** Each Occurrence<br>Owned/Non-owned/Hired Automobile Included |
| ☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage | $ 1,000,000 Per Occurrence |

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number 22-BG-05 and A/C Replacements at the YMCA

= = = =

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?**

☑ **YES**
☐ **NO**

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| Authorized Signature | Casselberry, FL, 32707 |
| | City, State, Zip Code |
| Lance Gorney-Vice President | 407-699-0454 |
| Printed Name & Title | Telephone No. |
| Lance@amsco-ac.com | 407-699-0690 |
| Email | Fax No. |

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

# NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Seminole

Lance Gorney, being first duly sworn, deposes and says that:

He/she is Vice President of Air Mechanical and Service Corp., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

| | |
|---|---|
| Air Mechanical and Service Corp. | 325 Anchor Rd. |
| Company | Address |
| Authorized Signature | Casselberry, FL, 32707 |
| | City, State, Zip Code |
| Lance Gorney-Vice President | 407-699-0454 |
| Printed Name & Title | Telephone No. |
| Lance@amsco-ac.com | 407-699-0690 |
| Email | Fax No. |

Subscribed and sworn to before me this 3rd day of January, 20 22.

Karen A Matthews

Accountant

Title

My Commission Expires: September 22, 2024

KAREN A. MATTHEWS
MY COMMISSION # HH 045336
EXPIRES: September 22, 2024
Bonded Thru Notary Public Underwriters

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## ACKNOWLEDGEMENTS

**RFP # 22-BG-05 A/C Replacements at the YMCA**

**To: City of Holly Hill**
**1065 Ridgewood Ave**
**Holly Hill, FL 32117**

**From :**

**The Contractor agrees to provide A/C Replacements at the YMCA as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.**

**The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.**

**The undersigned agrees to provide the A/C Replacements at the YMCA called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.**

**The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed sixty (60) days from the effective date of the contract term.**

**The undersigned accepts the invoicing and payment policies specified in the RFP.**

**Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.**

**The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.**

**The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.**

**Contractor shall guarantee A/C Replacements at the YMCA within** 60 **days from receipt of Purchase Order or Work Authorization / Notice to Proceed.**

**Dated this** 3rd **day of** January **(Month)**, 2022 **(Year)**

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY**

**By:** _____ / Lance Gorney
**(Signature)** **(Print name)**

**Address:** 325 Anchor Rd.

Casselberry, FL 32707

**Telephone:** ( 407 ) 699-0454 **Fax:** ( 407 ) 699-0690

**Taxpayer Identification Number (TIN):** 59-2158902

**CORPORATION**

**By:** _____ / Lance Gorney
**(Signature)** **(Print name)**

**Address:** 325 Anchor Rd.

Casselberry, FL 32707

**Telephone:** ( 407 ) 699-0454 **Fax:** ( 407 ) 699-0690

**Taxpayer Identification Number (TIN/EIN):** 59-2158902

**State Under Which Corporation Was Chartered:**
Florida

**Corporate President:** Lindsay W. Byers
**(Print Name)**

**Corporate Secretary:** Lynn M. Goldstein
**(Print Name)**

**Corporate Treasurer:** Lynn M. Goldstein
**(Print Name)**

**CORPORATE SEAL**

**Attest By:** Lynn Goldstein
**Secretary**

**Signature:** _____ **Date:** 1/3/2022



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

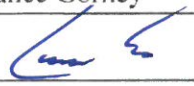
**Valerie Manning, City Clerk**
*386-248-9441*
*vmanning@hollyhillfl.org*
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Air Mechanical and Service Corporation

Authorized representative (printed): Lance Gorney

Authorized representative (signature): 

Project Number: 22-BG-05 Date: Jan. 3rd, 2022



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

# REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: City of Kissimmee
   Address: 101 Church St. Kissimmee Florida 34741
   Point of Contact: Javier Romero
   Phone #: 407-799-7450 Email address: Javier.Romero@kissimmee.gov
   Service(s) Provided: Installations and repairs of HVAC units of various sizes and complexities.
   Dates of Service: Ongoing multiple jobs since 2018

2. Name of Company: Orange County Utilities
   Address: 9150 Curry Ford Rd. Orlando Florida 32825
   Point of Contact: Jennifer Humphrey
   Phone #: 407-254-9655 Email address: Jennifer.Humphrey@ocfl.net
   Service(s) Provided: Repairs, replacements, annual, and preventative maintenance at multiple sites.
   Dates of Service: Ongoing multiple jobs since January 2017 through February 2024 per contract

3. Name of Company: Orange County Public Schools
   Address: 731 Story Rd. Winter Garden Florida 34787
   Point of Contact: Susan Perry
   Phone #: 407-317-3200 Ext. 200-2421 Email address: Susan.perry@ocps.net
   Service(s) Provided: Provide labor, materials, equipment, and supervision to perform general, specialized, and emergency repairs for HVAC services, on an as needed basis, districtwide
   Dates of Service: Ongoing multiple jobs since June 2018 through May 2022 per contract

4. Name of Company: Orange County Fire Rescue
   Address: 12252 Winter Garden Vineland Rd. Orlando Florida 32836
   Point of Contact: Randy Schweikart
   Phone #: 407-836-9150 Email address: Allen.Schweikart@ocfl.net
   Service(s) Provided: Various HVAC jobs ranging from installs of units,servicing units, and parts replacement.
   Dates of Service: Multiple ongoing jobs from 2012 through 2021.



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by Lance Gorney, Vice President
(Print Individual's Name and Title)
for Air Mechanical and Service Corporation at 325 Anchor Rd. Casselberry, FL
(Print Name of Entity Submitting Sworn Statement)
whose business is Commercial Mechanical Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2158902

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this 3rd day of February, 2022.

Personally known Lance Corney _____
(Notary)

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: September 22, 2024
(Type of Identification)

KAREN A. MATTHEWS
MY COMMISSION # HH 045336
EXPIRES: September 22, 2024
Bonded Thru Notary Public Underwriters



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## VENDOR INFORMATION

Vendor is:
( ✓ ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 59-2158902

Firm Name: Air Mechanical and Service Corporation

Mailing Address: 325 Anchor Rd.

Casselberry, FL 32707

Telephone No. 407-699-0454 Fax No.: 407-699-0690

Email Address: Lance@amsco-ac.com Web Address: Amsco-ac.com

If remittance address is different from the mailing address so indicate below.

Firm Name: Air Mechanical and Service Corporation

Remittance Address: 4311 West Ida St.

Tampa, FL 33614

Submitted by: _____

Name & Title Printed: Lance Gorney, Vice President

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Air Mechanical & Service Corp.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
4311 W. Ida Street

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33614

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

or

**Employer identification number**
5 9 - 2 1 5 8 9 0 2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ _____ Date ▶ January 3rd, 2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

Cut and use this label for Proposal Package

CITY OF HOLLY HILL
CITY CLERK
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

RFP# 22-BG-05

**A/C Replacements at the YMCA**

OPENING DATE/TIME:
Janaury 4, 2022
by 10:00 a.m.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

AIR MECHANICAL & SERVICE CORP.

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

## Tab IV

Price Proposal Form

# PROPOSAL PRICING FORM

RFP 22-BG-05

A/C Replacements at the YMCA

RFP Date: January 3, 2022

TO: The City of Holly Hill, Florida

FROM: Air Mechanical & Service Corp.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the** A/C Replacements at the YMCA for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the A/C Replacements at the YMCA as follows:

| Item # | Description | Cost |
|---|---|---|
| 1. | Charge down and remove (6 ea) existing 5-Ton GrandAire Air Handlers and Condenser Units | $ 3,675.00 |
| 2. | Furnish and install (6 ea) new thermostats with control wire for each system | $ 3,045.00 |
| 3. | Furnish and install (6 ea) new 5-Ton straight cool condensing units Daikin or Comparable | $ 21,150.00 |
| 4. | Furnish and install (6 ea) new 5-Ton Air Handler Units | $ 19,230.00 |
| 5. | Miscellaneous Fees (Please list below) | |
| | * Lift Rental | $ 950.00 |
| | | |
| | | |
| | | |
| | | |

**Total Project Cost:** $ 48,050.00 (Forty eight thousand, fifty dollars)

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

| | |
|---|---|
| Authorized Signature | 325 Anchor Road<br>Address |
| Lance Gorney Vice President<br>Printed Name & Title | Casselberry, FL 32707<br>City, State, Zip Code |
| Air Mechanical & Service Corp.<br>Company | (407) 699-0454<br>Telephone No. |
| January 3, 2022<br>Date | lance@amsco-ac.com<br>Email Address. |

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

**ADDENDUM NUMBER 1**
**RFP 22-BG-05**
**YMCA AIR CONDITIONING REPLACEMENT**
**CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-05** for the above request for **YMCA AIR CONDITIONING REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

**QUESTIONS AND ANSWERS**

Q1 There are only (2) T-Stats currently in place, but the solicitation is asking for (6)?

A1. There are (4) in place currently. We would like to be able to control thermostats independently as needed.

Q2 Will the (6) T-Stats each control (1) Unit? Will they all be set at the same temperature?

A2. Yes.

Q3 What brand T-Stats?

A3. Not specified – this is at the contractor's discretion.

Q4 Request is for replacement or reusing the line sets?

A4. Reuse the line sets.

Q5 There is no request for new service wiring will there be an add for new wiring if it is needed?

A5. If new wiring is needed, it can be addressed through a change order.

Q6 Can we have a site visit to review the electrical?

A6. Please contact **FinanceDirector@hollyhillfl.org** to schedule a site visit.

Q7 Is the ductwork in need of replacement?

A7. Ductwork is not part of the scope of work for this project.

Q8 Will copper lines for the A/Cs need to be replaced?



Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

A8. CORRECTION: Copper lines will not need to be replaced unless warranted. If copper lines require replacement, that will be addressed through a change order.

Signature acknowledges receipt and understanding of this addendum.

Lance Gorney/ Vice President

Name/Title

January 3rd, 2022

Date

Attachment: Exhibit C - Bid Amsco Air Mechanical & Service Crop (2022-R-11 : YMCA A/C Replacements)

REFRIGERATION
G&S
AIR CONDITIONING, LLC

230 Power Court
Unit 110
Sanford, FL 32771
407-732-7782
gnsref@hotmail.com

**Proposal: RFP#22-BG-05**

**Date: January 4, 2022**

**Location:**

Holly Hill YMCA
1046 Daytona Ave
Holly Hill, Fl 32117

G&S Refrigeration & A/C, LLC
CAC050439
Point of contact: Lisa Hunn 407-732-7782
William Chipchak 386-479-7471

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

Table of Contents

1. G&S W-9
2. G&S Certificate of Liability Insurance
3. G&S's Proposal for A/c replacement @ Holly Hill YMCA
4. Sunbelt quote for rental equipment
5. Proposal packet
6. Addendum Number 1

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

G&S REFRIGERATION AND A/C

2 Business name/disregarded entity name, if different from above

G&S REFRIGERATION AND A/C

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

230 POWER COURT SUITE 110

Requester's name and address (optional)

6 City, state, and ZIP code

SANFORD, FL 32771

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 4 | 7 | – | 1 | 3 | 3 | 2 | 0 | 0 | 6 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ William Chipchak Date ▶ 12/20/21

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

G&SREFR-01 DLLOYD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stahl Morse & Associates
1000 Wekiva Springs Road
Longwood, FL 32779

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 869-4200 FAX (A/C, No): (407) 862-7656
E-MAIL ADDRESS: certs@stahlinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Owners Ins Co | 10190 |
| INSURER B : Owners Insurance Co | 32700 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
G & S Refrigeration and A/C, LLC
230 Power Court
Suite 120
Sanford, FL 32771

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 72991987 | 9/15/2021 | 9/15/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 4999198701 | 3/18/2021 | 3/18/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 500,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 4999198700 | 9/15/2021 | 9/15/2022 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

CERTIFICATE HOLDER

G & S Refrigeration and A/C, LLC
230 Power Court Suite 120
Sanford, FL 32771

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Bruce Morse

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**G&S Refrigeration and A/C LLC.**

230 Power Ct. Ste 110
Sanford, FL 32771

Phone # (407)732-7782 gnsref@gmail.com
Fax # (407) 732-7783

# Estimate

| Date | Estimate # |
|---|---|
| 12/17/2021 | 5904 |

| Name / Address |
|---|
| HOLLY HILL YMCA<br>1046 DAYTONA AVE<br>HOLLY HILL, FL 32117<br>PROPOSAL:RFP#22-BG-05 |

| Description | Qty | LIST PRICE | % OFF PER BID | FINAL PRICE | TOTAL |
|---|---|---|---|---|---|
| ARCOAIRE "DIVISION OF CARRIER" 5.0 T DEALER MODEL 16 SEER CONDENSER<br>M# NXA660GKB | 6 | | | 8,418.66 | 50,511.96 |
| ARCOAIRE "DIVISION OF CARRIER" 5.0 T TXV ECM AIR HANDLER<br>M# FXM4X6000AL | 6 | | | 0.00 | 0.00 |
| SS2 FLOAT SWITCH | 6 | | SAFT2 | | 0.00 |
| SS3 FLOAT SWITCH | 6 | | | 0.00 | 0.00 |
| DRAIN PAN WITH RAILS | 6 | | | 0.00 | 0.00 |
| LOCKING CAP | 6 | | LOCKING CAP | 0.00 | 0.00 |
| HURRICANE TIE DOWN STRAP | 6 | | | 0.00 | 0.00 |
| THERMOSTAT<br>TH8110R1008<br>HONEYWELL PROGRAMMABLE 2 STAGE WITH HUMIDITY CONTROL | 3 | | THERMOSTAT | 0.00 | 0.00 |
| 10 KW HEATER<br>M# EHK10AKB | 6 | | | 0.00 | 0.00 |
| DUCTBOARD CONNECTION | 6 | | MISC DUCT MATERIALS | 0.00 | 0.00 |
| TECH WILL TIE INTO EXISTING RETURN AND SUPPLY 34 PVC PIPE | 6 | | | 0.00 | 0.00 |
| PERMIT FEE | 1 | | | 0.00 | 0.00 |
| SCISSOR LIFT RENTAL FEE FOR (2) 30-35' LIFTS FOR (1) WEEK | 1 | | | 2,330.66 | 2,330.66 |
| QUOTE ATTACHED TO ESTIMATE<br>34 PVC PIPE | 0 | | | | |

**Total**



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**G&S Refrigeration and A/C LLC.**

230 Power Ct. Ste 110
Sanford, FL 32771

Phone # (407)732-7782 gnsref@gmail.com
Fax # (407) 732-7783

Estimate

| Date | Estimate # |
|---|---|
| 12/17/2021 | 5904 |

| Name / Address |
|---|
| HOLLY HILL YMCA<br>1046 DAYTONA AVE<br>HOLLY HILL, FL 32117<br>PROPOSAL:RFP#22-BG-05 |

| Description | Qty | LIST PRICE | % OFF PER BID | FINAL PRICE | TOTAL |
|---|---|---|---|---|---|
| 10 KW HEATER<br>M# EHK10AKB<br><br>PROPOSAL: RFP#22-BG-05<br><br>QUOTE INCLUDES: TECH WILL CHARGE DOWN AND REMOVE (6) EXISTING 5-TON GRANDAIRE AIR HANDLERS AND CONDENSERS. TECH WILL THEN INSTALL (6) NEW ARCOAIRE "DIVISION OF CARRIER" AIR HANDLERS AND CONDENSERS. TECH WILL THEN INSTALL (3) NEW HONEYWELL PRO-8000 THERMOSTATS, BY DOING SO THE (3) 2 STAGE WITH HUMIDITY CONTROL PRO-8000 WILL CONTROL (6) UNITS. THIS WILL REDUCE THE EXSPENSE OF COMMUNICATION WIRE, AND THERMOSTAT COST, AND GIVE BETTER CONTROL OF THE ZONES COMFORT AND HUMIDITY SETTINGS. TECH WILL CONFIRM SYSTEM OPERATIONS AND REGISTER EQUIPMENT AT TIME OF JOB COMPLETION.<br><br>***WARRANTY INFO***<br>***5 YEAR WARRANTY LIMITED PARTS***<br>***1 YEAR LABOR***<br><br>PAYMENT TERMS: SIGNED QUOTE IS NEEDED TO ORDER THE MATERIALS AND THE BALANCE IS DUE UPON JOB COMPLETION.<br><br>_____ _____<br>SIGNATURE DATE<br><br>(FOR APPROVAL PLEASE SIGN & RETURN QUOTE)<br><br>** PLEASE NOTE THIS QUOTE EXPIRES 45 DAYS FROM DATE STATED ABOVE**<br>Sales Tax | 6 | | | 0.00<br><br>0.00 | 0.00<br><br>0.00 |
| | | | | **Total** | $52,842.62 |



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

SUNBELT RENTALS

PC#: 0031
3901 W FIRST STREET
SANFORD, FL 32771
407-323-7774

**SUNBELT RENTALS, INC.**

Salesman: 099900 INTERNAL RERENTS (99
Typed By: MDEAN

# QUOTE

Job Site:
COMMERCIAL YMCA
1046 DAYTONA AVE
HOLLY HILL, FL 32117 2804

C#: 407-732-7782 J#: 407-732-7782

Contract #.. 120702769
Contract dt. 12/08/21
Date out.... 12/13/21 8:00 AM
Est return.. 12/20/21 8:00 AM
Job Loc..... COMMERCIAL YMC;1046 DAYTONA A;HO
Job No.....
P.O. #..... NR
Ordered By.. HUNN, LISA
NET 30

Customer: FL H4077327782
HUNN, LISA
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

| QTY | EQUIPMENT # | Min | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|
| 2.00 | 30-35' RT SCISSOR<br>0070303 | 385.00 | 385.00 | 775.00 | 1640.00 | 1550.00 |

```
***    EQP MSG    ***
*    Familiarization of the equipment stated on this contract has been
offered to the customer.
*    All required manuals are provided with the equipment stated
on this contract.
*    OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occu-
pants to wear Personal Fall Protection connected to the designated
platform anchorage points. Personal Fall Protection equipment is
available for purchase from Sunbelt Rentals.
*    If the users of this equipment have any questions contact
Sunbelt Rentals.
WARNING Overheight Hazard!! The machine you are loading REQUIRES
that you check the height of your load. Maximum Legal Height = 13'6"
```

SALES ITEMS:

| Qty | Item number | Unit | Price | |
|---|---|---|---|---|
| 1 | DLPKSRCHG<br>TRANSPORTATION SURCHARGE | EA | 61.250 | 61.25 |
| 1 | ENVIRONMENTAL<br>ENVIRONMENTAL/HAZMAT FEE 2133XXX0000 | EA | 30.220 | 30.22 |
| | RENTAL PROTECTION PLAN | | | 232.50 |

**Rate your rental experience www.sunbeltrentals.com/survey**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

SUNBELT RENTALS

PC#: 0031
3901 W FIRST STREET
SANFORD, FL 32771
407-323-7774

**SUNBELT RENTALS, INC.**

Salesman: 099900 INTERNAL RERENTS (99
Typed By: MDEAN

Job Site:
COMMERCIAL YMCA
1046 DAYTONA AVE
HOLLY HILL, FL 32117 2804

C#: 407-732-7782 J#: 407-732-7782

# QUOTE

Customer: FL H4077327782
HUNN, LISA
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Contract #.. 120702769
Contract dt. 12/08/21
Date out.... 12/13/21 8:00 AM
Est return.. 12/20/21 8:00 AM
Job Loc..... COMMERCIAL YMC;1046 DAYTONA A;HO
Job No.....
P.O. #..... NR
Ordered By.. HUNN, LISA
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

| QTY | EQUIPMENT # | Min | Day | Week | 4 Week | Amount |
|---|---|---|---|---|---|---|

SALES ITEMS:

| Qty | Item number | Unit | Price | Amount |
|---|---|---|---|---|
| | DELIVERY CHARGE | | | 175.00 |
| | PICKUP CHARGE | | | 175.00 |
| | | | Sub-total: | 2223.97 |
| | | | Tax: | 106.69 |
| | | | Total: | 2330.66 |

All amounts are in USD

**Rate your rental experience www.sunbeltrentals.com/survey**

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

AM

# SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user, (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than $1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of $500 per piece of Equipment, (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of $500 per piece of Equipment; (c) charges in excess of $50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced, provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following **"Conditions"** must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. **"Exclusions"** shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of $75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum $3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option, however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing it is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/

Rev Date 06/16/2021

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# Request for Proposal

**NUMBER**
**22-BG-05**

HOLLY HILL
FLORIDA

## A/C Replacements at the YMCA

Stella Gurnee, Finance Director



pg. 1

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for A/C Replacements at the YMCA

**22-BG-05**
**"A/C Replacements at the YMCA"**

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until **10:00 a.m., January 4, 2022 at** which time and place all proposals received will be publicly opened and read aloud in the City Hall Commission Chambers.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 a.m. on December 7, 2021**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Site visits will be conducted directly after the pre-bid meeting.

Description of work: Services to be provided shall include, but not be limited to the following:

The City of Holly Hill, Florida, is requesting proposals from experienced contractor(s) to remove and replace (6 ea) 5-Ton A/C systems serving the gymnasium at the Holly Hill YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. A more detailed Scope of Work can be found in the bid packet. The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to Stella Gurnee at financedirector@hollyhillfl.org. Questions to be submitted no later than **5:00 pm on December 15, 2021**.

Performance and bid bonds will not be required for this project. A permit from the City is required, but fees will be paid by the Public Works Department.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specific time so that a bid can be considered.

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

One (1) original and (1) electronic copy on USB flash drive shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "**RFP 22-BG-05 A/C Replacements at the YMCA**"

**CITY OF HOLLY HILL**
**VOLUSIA COUNTY, FLORIDA**
**s/ Joseph A. Forte**
**City Manager**



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

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## 1) Introduction/Overview

### A) Purpose/Objective

The City of Holly Hill "CITY" has issued this Request for Proposal (hereinafter, "**RFP**") with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide for the removal and replacement of (6 ea) 5-Ton Air Conditioning Systems serving the gymnasium at the Holly Hill Family YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the "Contractor".

The term of this agreement shall be for sixty (60) days beginning on the date the contract is issued. This contract may not be renewed. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date the contract is approved by the City of Holly Hill, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality air conditioning units are obtained at quality prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period**.

Termination or cancellation of the contract will not relieve the bidder of any obligations or any deliveries or liabilities entered prior to termination of the contract. The Bidder my cancel the resulting contract with a (14) fourteen day written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section "6L" of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

### B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year 2019-2020 and in the City's Annual Budget for fiscal year 2021-2022. Copies of these documents may be viewed on www.hollyhillfl.org. The City of Holly Hill is exempt from any and all state, local and federal taxes.

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**C) Inquiries**

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to financedirector@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing and posted on VendorLink (www.myvendorlink.com) from financedirector@hollyhillfl.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.hollyhillfl.org) and on VendorLink (www.myvendorlink.com).

**D) Method of Source Selection**

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 20`18-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E) Pre-Bid Conference**

☐ A pre-bid conference is not applicable for this solicitation.

☒ A pre-bid conference is applicable for this solicitation.

A non-mandatory pre-bid conference will be held on December 7, 2021 at 10:00 a.m. in the Commission Chambers, located at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

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## F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

| Event | Date |
|---|---|
| Issue **RFP** Notice | November 30, 2021 |
| Non-Mandatory Pre-Bid | December 7, 2021 @ 10:00 a.m. |
| Last Date for Receipt of Written Questions | December 15, 2021 @ 5:00 p.m. |
| Addendum Issued (If Applicable) | December 17, 2021 @ 5:00 p.m. |
| Proposal Opening Date | January 4, 2022 @ 10:00 a.m. |
| Evaluation Committee | January 6, 2022 @ 10:00 a.m. |
| Notice of Recommendation | January 7, 2022 @ 5:00 p.m. |
| City Commission Hearing Date | January 25, 2022 |

## 2) General Description of Specifications or Scope of Work

The City of Holly Hill is seeking a qualified HVAC contractor to remove and replace (6 ea) 5-Ton AC systems service the gymnasium at the Holly Hill YMCA, located at 1046 Daytona Avenue, Holly Hill, Florida 32117. Specifications of work include:

- Charge down and remove (6 ea) existing 5-Ton GrandAire air handlers and condenser units
- Furnish and install (6 ea) thermostats with control wires
- Furnish and install (6 ea) 5-Ton straight cool condensing units. Daikin or similar, 16 Seer performance
- Furnish and install (6 ea) 5-Ton air handlers
- The rental of a lull will be required for this work as the air handlers are hung from the ceiling in the gymnasium.
- The protection of the existing flooring is required while work is occurring.
- Obtain all necessary permits from the City of Holly Hill. Permit fees will be paid by the Public Works Department

The proposals are to be in accordance with the terms, conditions, and specifications stated herein.

## A) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

1) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

2) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.



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3) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

4) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 5:00 pm, local time, Monday through Friday. Substantial work at City Hall shall be performed between the hours of 7:00 am and 5:00 pm, local time, Saturdays and Sundays only. No exceptions to these hours shall be made without the expressed written consent of the City.

**B) City's Responsibilities**

City responsibilities include:

1) The City will work with the Contractor to develop a schedule and ensure access to all locations assigned under future work orders.

2) The City designates the Public Works Administration Manager as being the representative of the City in all matters regarding this solicitation.

**3) City's Right to Inspect**
The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

**4) Terms and Conditions of Contract**

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for sixty (60) days from the date of award with no extension options in adherence to the terms and conditions set forth in the RFP documents.

There are no price escalations during the term of this contract.

**5) General Terms and Conditions**

**A) Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other



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authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Building and Zoning Department, (386) 248-9420 option 6.

**B) Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

**C) Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

**D) Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**E) Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

**F) Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

**G) Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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**H) Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

**I) Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

**J) Single Bid**

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**K) Protest Procedures**

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

**L) Public Entity Crime**

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

**M) Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude



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conflict of interest situations during contract selection and execution.

**N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

**O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

**P) Billing Instructions – Awarded Contractor(s)**

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

**Q) Vendor Preference**

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

**6) Instructions for Bid**

**A) Compliance with the RFP**

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

**B) Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.



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It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

**C) Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of $300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.



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Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

**D) Delivery of Bids**

All bids are to be delivered before **10:00 a.m.**, local time, on or before **January 4, 2022** to:

**City of Holly Hill**
**City Clerk**
**1065 Ridgewood Ave.**
**Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) hard copies and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "**A/C Replacements at the YMCA**"

**E) Evaluation of Bids (Procedure)**

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be non-voting member of the Finance Department as part of the evaluation committee. There shall be a minimum of three voting members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.

3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

4. The voting committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.





Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The voting members of the committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

**F) Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

**G) Proposals, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

**H) Acceptance or Rejection of Qualifications**

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

**I) Requests for Clarification of Proposals**

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

**J) Validity of Proposals**

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

**K) Response Format**

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.+

**Title Page:**

Title Page shall show the Request for Proposal's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Proposal.

**Table of Contents:**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**Tab I, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

**Tab II, Documents**

- Professional Certifications/Licenses
- Affiliations and/or memberships

**Tab III, Required Form Submittals**

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements
- Compliance with Public Records Law
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

**6) Tab IV, Price Proposal Form – (The form included in this RFP document must be used)**

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

| | PROPOSAL COST | LOWEST COST PROPOSED | % OF LOW | MULTIPLIER | TOTALPOINTS ASSIGNED |
|---|---|---|---|---|---|
| Company #1 | $100,000.00 | $100,000.00 | 100.0% | 85 | 85.0 |
| Company #2 | $108,000.00 | $100,000.00 | 92.6% | 85 | 78.7 |
| Company #2 | $120,000.00 | $100,000.00 | 83.3% | 85 | 70.8 |

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## 1. Proposal Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

| | Maximum Points |
|---|---|
| **Qualifications and previous commercial experience, including projects for local government entities in Florida** | **20** |
| **Cost Proposal** | **70** |
| **Warranties** | **10** |
| **Total Points** | **100** |

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Holly Hill,



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

these services should be identified and included in the request response.

**Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.**

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## PROPOSER CHECK LIST

**IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.**
Proposer should check off each of the following items as the necessary action is completed:

☑ The standard contract/ agreement has been signed and included.

☑ All applicable forms have been signed and included

☑ All information as requested in the Proposer's Qualification Form is included.

☑ Any addenda have been signed and included.

☑ The mailing envelope has been addressed to:

**CITY CLERK**
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

☑ The **mailing envelope must be sealed and marked** with Proposal Number "**RFP # 22-BG-05**, Proposal Title **"A/C Replacements at the YMCA "** and **Due Date "January 4, 2022 @ 10:00 am"**.

☑ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

**ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

G&S Refrigeration & A/C, LLC
Company

Authorized Signature

William Chipchar (owner)
Printed Name & Title

Gnsref@hotmail.com
Email

230 Power Court, Suite 110
Address

Sanford, Fl 32771
City, State, Zip Code

407-732-7782
Telephone No.

Fax No.





Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**PROFESSIONAL SERVICES AGREEMENT**
**A/C Replacements at the YMCA**
**Request for Proposal (RFP) 22-BG-05**

**THIS AGREEMENT** is made and entered into this 20th day of Dec, 2021, by and between G+S Refrigeration - A/C, LLC, duly authorized to conduct business in the State of Florida and whose address is 230 Powers Court, Suite 110, Sanford, FL 32771, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #22-BG-05), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for sixty (60 days) from the date of award per the terms and conditions of the RFP.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

**For Contractor:**
William Chiphak, Owner (Name, Title)
G+S Refrigeration & A/C, LLC. (Company)
230 Powers Court, Suite 110 (Address)
Sanford, FL 32771 (City, State, Zip)
407-732-7782 (Phone)

**SECTION 5. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**SECTION 7. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 8. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 9. WAIVER OF JURY TRIAL.** THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 10. NON-WAIVER**. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

_____

**WITNESSES:**

_____

_____

**Attachments: A. RFP # 22-BG-05**
**B. Firm Response to RFP**

**CITY OF HOLLY HILL**

_____
**Joseph Forte, City Manager**

**Dated:** _____

**FIRMS**
**By:** _____

_____, _____

**Dated:** _____

Approved by the City Commission of the City of Holly Hill at a meeting held on this _____ day of_____, 2022 under Agenda Item No._____.



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

G & S Refrigeration & A/C LLC
Company

230 Tower Court, Suite 110
Address

Authorized Signature

Sanford, Fl 32771
City, State, Zip Code

William Chipchak
Printed Name & Title

407-732-7782
Telephone No.

Gnsref@hotmail.com
Email

Fax No.

State of Florida )
City of Sanford )

SUBSCRIBED AND SWORN to before me this 20th day of December, 2021, by William Chipchak, who is personally known to me to be the owner for the Firm, OR who produced the following identification: _____.

Lisa Hunn

Notary Public

Notary Public State of Florida
Lisa Hunn
My Commission GG 270803
Expires 10/24/2022

My Commission Expires: 10/24/2022

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# PROPOSERS QUALIFICATION FORM

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

| % Completed | Project | Contract Amount |
|---|---|---|
| 100% | U.V. Light install S.C.P.S. | $ 929,204.86 |
| 100% | Hot water Heat Sorce Pumps S.C.P.S | $ 200,441.02 |
| 100% | Bard Unit Install S.C.P.S. | $ 1,131,236.90 |

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

ABC Liquor- Refrigeration, AC & Duct work

S.C.P.S. Dawis Bacon Act (50) Bard Units

**OTHER INFORMATION ABOUT PROJECTS:**

All jobs have been completed on time & verified.

Have you, at any time, failed to complete a project? ☐ Yes ☑ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☑ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

**$_____Total Fees for work done on all City projects**



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**REFERENCES:**
Bank(s) Maintaining Account(s): 53 Bank

Surety/Underwriter: (if required)

Other References: (Use additional sheets if necessary)
See Attatched

**TYPE OF FIRM:**

☐ Corporation/Years in Business:_____. If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business:
☑ Sole Proprietorship/Years in Business: 7
☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

G & S Refrigeration & A/C, LLC
Company

Authorized Signature

230 Power Court, Suite 110
Address

Sanford, Fl 32771
City, State, Zip Code

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

REFRIGERATION G&S AIR CONDITIONING, LLC

List of recent large projects:

S.C.P.S. U.V light install 6 months, 72 schools, total job cost: $929,204.86

S.C.P.S. Bard Unit install: 30 days, 52 units, total job cost: 1,131,236.90

S.C.P.S Wison Elem Hot Water Heat Source install: 37 units, 20 days $126,167.01

S.C.P.S Heathrow Elem Hot Water Heat Source install: 42 units, 30 days $200,441.02

NU Vista Foods: Refrigeration Equipment 12 days, $195,221.85

Progressive Distribution: 2 days, Refrigeration Equipment, $34,668.00

Panda Express: Preventative Maintenance, installs and various plumbing, hvac and refrigeration jobs. Numerous locations

Thank you for your time and consideration in reviewing our request for the Y.M.C.A Holly Hill Project. Please feel free to contact me with any questions or concerns, thank you.

Kind regards,

*Lisa Hunn*

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# DECLARATION STATEMENT

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

**RE: RFP NO. 22-BG-05 "A/C Replacements at the YMCA"**
Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in **RFP # 22-BG-05.**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 20th day of December, 2021 in the City of Sanford, in the State of Florida.

G+S Refrigeration & A/C LLC
Company

230 Power Court Suite 110
Address

Authorized Signature

Sanford FL 32771
City, State, Zip Code

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## INSURANCE REQUIREMENTS

| INSURANCE TYPE | REQUIRED LIMITS |
|---|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | Bodily Injury & Property Damage<br>**$1,000,000** single limit per occurrence |

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

| | |
|---|---|
| ☒ 4. Automobile Liability | $ **500,000** Each Occurrence Owned/Non-owned/Hired Automobile Included |
| ☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage | $ 1,000,000 Per Occurrence |

☐ 6. Aircraft Liability $1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Holly Hill must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **RFP** Number 22-BG-05 and A/C Replacements at the YMCA

==========

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

G+S Refrigeration & AIC, LLC
Company

Authorized Signature

William Chipchak, Owner
Printed Name & Title

gsref@hotmail.com
Email

Stahl Morse & Associates - Longwood, FL
Insurance Agency

Richard Biondi 12/20/21
Signature of Proposer's Agent

230 Power Court, Suite 110
Address

Sanford, Fl 32771
City, State, Zip Code

407-732-7782
Telephone No.

Fax No.



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statues, as stated above?**

☑ **YES**
☐ **NO**

G+S Refrigeration & A/C, LLC
Company

Authorized Signature

William Chipchak, owner
Printed Name & Title

Gnsref@hotmail.com
Email

230 Power Court, Suite 110
Address

Sanford, FL 32771
City, State, Zip Code

407-732-7782
Telephone No.

Fax No.

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of Florida

County of Seminole

William Chipchak, being first duly sworn, deposes and says that:

(He)/she is Owner of G+S Refrigeration & A/C, LLC Proposer that has submitted the attached Qualification;

(He)/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

G+S Refrigeration & A/C, LLC
Company

Authorized Signature

William Chipchak, Owner
Printed Name & Title

Gnsrefchotmail.com
Email

230 Power Court Suite 110
Address

Sanford, Fl 32771
City, State, Zip Code

407-732-7782
Telephone No.

Fax No.

Subscribed and sworn to before me this 20th day of December, 2021.

Lisa Hunn

Office manager
Title

Notary Public State of Florida
Lisa Hunn
My Commission GG 270803
Expires 10/24/2022

My Commission Expires: 10/24/2022

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## ACKNOWLEDGEMENTS
## RFP # 22-BG-05 A/C Replacements at the YMCA

To: City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117

From :

The Contractor agrees to provide A/C Replacements at the YMCA as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the A/C Replacements at the YMCA called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed sixty (60) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee A/C Replacements at the YMCA within 60 days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 20th day of December (Month), 2021 (Year)



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY**

By: W. Chipchak / William Chipchak
(Signature) (Print name)

Address: 230 Power Court Suite 110
Sanford, FL 32771

Telephone: (_____) Fax: (_____)

Taxpayer Identification Number (TIN): 47-1332006

**CORPORATION**

By: _____ / _____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) Fax: (_____)

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

_____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

**Valerie Manning, City Clerk**
*386-248-9441*
*vmanning@hollyhillfl.org*
*1065 Ridgewood Ave*
*Holly Hill, FL 32117*

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: G+S Refrigration & A/C LLC

Authorized representative (printed): William Chipchak

Authorized representative (signature): W. Chipchak

Project Number: 22-BG-05 Date: 12/20/21



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Seminole County Public Schools
   Address: 820 East State Rd 434, Winter Springs FL 32708
   Point of Contact: John Wilks
   Phone #: 407-320-7471 office Email address: John-Wilks@scps.k12.fl.us
   Service(s) Provided: HVAC, Refrigeration
   Dates of Service: 1/5/2016 through present

2. Name of Company: Crooked Can
   Address: 426 W. Plant Street, Winter Garden, FL 34787
   Point of Contact: Jared Czachorowski
   Phone #: 407-467-0585 Email address: jared@crookedcan.com
   Service(s) Provided: HVAC, Refrigeration, Plumbing
   Dates of Service: 12/2018 through Present

3. Name of Company: Panda Express
   Address: Various locations.
   Point of Contact: David Bohner
   Phone #: 386-456-8372 Email address: David.Bohner@PandaR[illegible]m
   Service(s) Provided: HVAC, Refrigeration, Plumbing
   Dates of Service: 2/2016 through present

4. Name of Company: Progressive Distribution
   Address: 110 Bomar Ct #152 Longwood, FL 32750
   Point of Contact: Michael Merrifield
   Phone #: 321-289-1235 Email address: michaelc@progressivedistn[illegible]
   Service(s) Provided: HVAC
   Dates of Service: 3/2016 through present

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by William Chipchak, owner
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is G+S Refrigeration & A/C, LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1332006

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

_____
(Signature)

Sworn and subscribed before me this 20th day of December, 2021.

Personally known ✓ _____
(Notary)

OR produced identification _____ Notary Public State of Florida

_____ My commission expires: 10/24/2022
(Type of Identification)

Notary Public State of Florida
Lisa Hunn
My Commission GG 270803
Expires 10/24/2022





Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

## VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
(✓) Sole Proprietorship
( ) Other_____(Explain)

Federal Employer Identification Number: 47-1332006

Firm Name: G&S Refrigeration & A/C, LLC

Mailing Address: 230 Power Court Suite 110

Sanford, FL 32771

Telephone No. 407-732-7782 Fax No.: _____

Email Address: Gnsref@hotmail.com Web Address: gnsrefrigeration.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: William Chipchak, Owner

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

# PROPOSAL PRICING FORM

**RFP 22-BG-05**

**A/C Replacements at the YMCA**

RFP Date: 1/4/2022

TO: The City of Holly Hill, Florida

FROM: G+S Refrigeration & A/C, LLC

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal.**

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the ***Proposal Form*** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **the A/C Replacements at the YMCA** for the City of Holly Hill, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Pricing Form** for the **A/C Replacements at the YMCA** as follows:

| Item # | Description | Cost |
|---|---|---|
| 1. | Charge down and remove (6 ea) existing 5-Ton GrandAire Air Handlers and Condenser Units | 1,020.00 |
| 2. | Furnish and install (6 ea) new thermostats with control wire for each system | 1268.88 |
| 3. | Furnish and install (6 ea) new 5-Ton straight cool condensing units Daikin or Comparable $4018.59 x6 | 24,111.54 |
| 4. | Furnish and install (6 ea) new 5-Ton Air Handler Units $4018.59 x6 | 24,111.54 |
| 5. | Miscellaneous Fees (Please list below) | |
| | Scissor lift rental | 2,330.00 |
| | | |
| | | |
| | | |
| | | |

**Total Project Cost:** 52,842.62

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

Authorized Signature

William Chipchak
Printed Name & Title

G&S Refrigeration & A/C, LLC
Company

12/20/21
Date

230 Power Court, suite 110
Address

Sanford, Fl 32771
City, State, Zip Code

407-732-7782
Telephone No.

Gnsref@hotmail.com
Email Address.

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**ADDENDUM NUMBER 1**
**RFP 22-BG-05**
**YMCA AIR CONDITIONING REPLACEMENT**
**CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 22-BG-05** for the above request for **YMCA AIR CONDITIONING REPLACEMENT** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

**QUESTIONS AND ANSWERS**

Q1 There are only (2) T-Stats currently in place, but the solicitation is asking for (6)?

**A1. There are (4) in place currently. We would like to be able to control thermostats independently as needed.**

Q2 Will the (6) T-Stats each control (1) Unit? Will they all be set at the same temperature?

**A2. Yes.**

Q3 What brand T-Stats?

**A3. Not specified – this is at the contractor's discretion.**

Q4 Request is for replacement or reusing the line sets?

**A4. Reuse the line sets.**

Q5 There is no request for new service wiring will there be an add for new wiring if it is needed?

**A5. If new wiring is needed, it can be addressed through a change order.**

Q6 Can we have a site visit to review the electrical?

**A6. Please contact FinanceDirector@hollyhillfl.org to schedule a site visit.**

Q7 Is the ductwork in need of replacement?

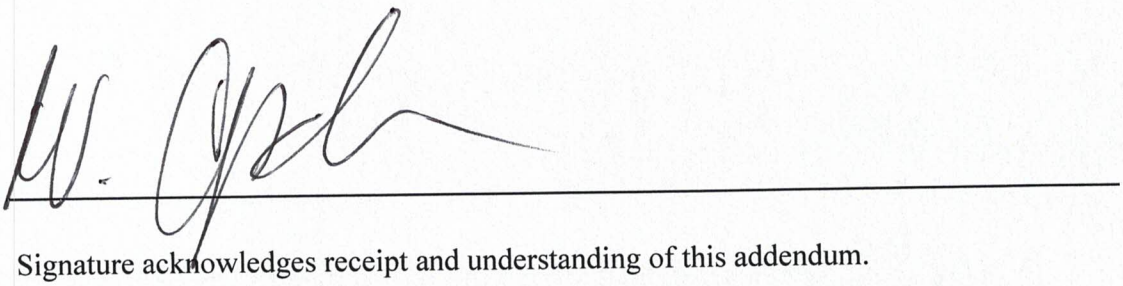
**A7. Ductwork is not part of the scope of work for this project.**

Q8 Will copper lines for the A/Cs need to be replaced?



Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**A8. CORRECTION: Copper lines will not need to be replaced unless warranted. If copper lines require replacement, that will be addressed through a change order.**



Signature acknowledges receipt and understanding of this addendum.

William Chipchak/Owner
Name/Title

12/20/21
Date

Attachment: Exhibit D - Bid Refrigeration G&S Air Conditioning LLC (2022-R-11 : YMCA A/C Replacements)

**RFP 22-BG-05 YMCA A/C Replacment**
**Evaluation Committee Summary Ranking Sheet**
**01/20/22 @ 09:00am**

| | Hebert | Juengst | Khoury | Ranking |
|---|---|---|---|---|
| Amsco Air Mechanical & Service | 3 | 2 | 3 | 3 |
| Platinum Air Systems Inc | 2 | 3 | 2 | 2 |
| G&S Air Conditioning LLC | 4 | 4 | 4 | 4 |
| RWB Services dba Air One | 1 | 1 | 1 | 1 |

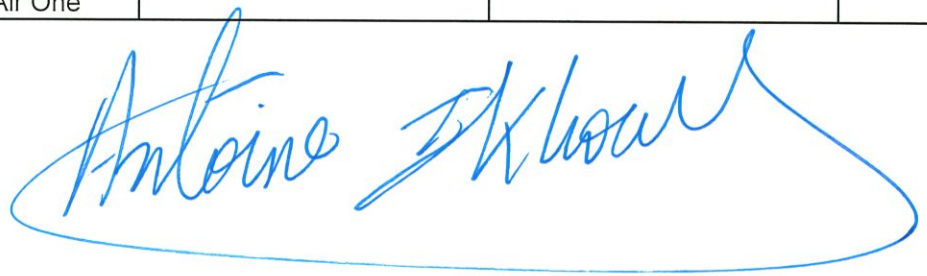
Amanda Hebert
Printed Name

Amanda Hebert
Signature

Attachment: Exhibit E - Selection Committee (2022-R-11 : YMCA A/C Replacements)

| RFP 22-BG-05 YMCA A/C Replacements |
|---|
| Evaluation Meeting January 20, 2022 at 9:00 a.m. |
| Evaluators Name: Antoine Khoury |

| Company Name | Qualifications | Cost Proposal | Warranties | TOTAL | RANK |
|---|---|---|---|---|---|
| | 20 points available | 70 points available | 10 points available | 100 total points available | |
| Amsco Air Mechanical & Service | 17 | 53.06 | 10 | 80.06 | 3 |
| Platinum Air Systems, Inc. | 17 | 65.23 | 10 | 92.23 | 2 |
| G&S Air Conditioning, LLC | 17 | 48.24 | 10 | 75.24 | 4 |
| RWB Services, LLC dba Air One | 18 | 70 | 10 | 98 | 1 |



**RFP 22-BG-05 YMCA A/C Replacements**

**Evaluation Meeting January 20, 2022 at 9:00 a.m.**

**Evaluators Name** Shawn Hebert

| Company Name | Qualifications | Cost Proposal | Warranties | TOTAL | RANK |
|---|---|---|---|---|---|
| | 20 points available | 70 points available | 10 points available | 100 total points available | |
| Amsco Air Mechanical & Service | 18 | 50 | 10 | 0 | 78 |
| Platinum Air Systems, Inc. | 16 | 65 | 10 | 0 | 91 |
| G&S Air Conditioning, LLC | 17 | 45 | 10 | 0 | 72 |
| RWB Services, LLC dba Air One | 16 | 70 | 10 | 0 | 96 |

**RFP 22-BG-05 YMCA A/C Replacements**

**Evaluation Meeting January 20, 2022 at 9:00 a.m.**

**Evaluators Name** Steven Juergst

| Company Name | Qualifications | Cost Proposal | Warranties | TOTAL | RANK |
|---|---|---|---|---|---|
| | 20 points available | 70 points available | 10 points available | 100 total points available | |
| Amsco Air Mechanical & Service | 20 | 58.37 | 5 | 83.37 | 2 |
| Platinum Air Systems, Inc. | 0 | 66.54 | 5 | 71.54 | 3 |
| G&S Air Conditioning, LLC | 14 | 53.58 | 5 | 72.58 | 4 |
| RWB Services, LLC dba Air One | 16 | 70 | 5 | 91 | 1 |

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

# Re: City of Holly Hill

**Stella Gurnee** <sgurnee@hollyhillfl.org> Mon, Jan 24, 2022 at 11:58 AM
To: Chris Sherriff <csherriff@aironefl.com>
Cc: Amanda Raslowsky <araslowsky@hollyhillfl.org>, Jeff Wilder <jwilder@aironefl.com>
Bcc: sjuengst@hollyhillfl.org

Thank you!

Stella L. Gurnee, Finance Director
Finance Department
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
Phone (386)248-9426
sgurnee@hollyhillfl.org
www.hollyhillfl.org

HOLLY HILL
FLORIDA

On Mon, Jan 24, 2022 at 8:30 AM Chris Sherriff <csherriff@aironefl.com> wrote:

> Good Morning,
>
> I am working on the Professional Services Agreement.
>
> Regarding line 5. Below is a list of the misc. materials covered under that cost:
>
> 1 1/8" copper refrigeration lines
>
> 3/8" copper refrigeration lines
>
> 6 Qty – 1 1/8" -copper 90's
>
> 6 Qty – 1 1/8" -copper Str. 90's
>
> 6 Qty – 1 1/8" -copper coupling's
>
> 6 Qty – 3/8" -copper 90's
>
> 6 Qty – 3/8" -copper Str. 90's
>
> 6 Qty – 3/8" -copper coupling's
>
> 1 1/8" x ¾" wall Armaflex
>
> 3/8" threaded rod
>
> ½" threaded rod
>
> 3/8" nuts
>
> 3/8" fender washers
>
> 1/2" nuts

Attachment: Exhibit F - Miscellaneous Cost Clarification (2022-R-11 : YMCA A/C Replacements)

1/2” fender washers

75’ – 1 5/8” Unistrut

6 Qty- secondary sheet metal drain pans

6 Qty- SS1 Safety Switches

6 Qty-SS3 Safety Switches

6 Qty- sheet metal supply diffusers

20’ ¾” SCH40 PVC

8 Qty- ¾” PVC 90’s

6 Qty- ¾” PVC couplings

6 Qty- 3/4 “ P-traps

12 Qty- 1 1/8” Cush Clamps

12 Qty- 3/8” Cush Clamps

12 Qty- ¾” Cush Clamps

40’ SCH40 PVC

6 QTY- SCH40 PVC 90’s

6 QTY- SCH40 PVC couplings

6 Qty- RX11 flush

60 lbs. -R410A refrigerant

4 Qty-Oxygen

4 Qty-Acetylene

6 Qty-Nitrogen

8 Qty- Silver solider

6 Qty-Thermostats

2 Gallons- Mastic

3 Qty- 3” brushes

50’ 18/8 Control Wire

48 Qty -Blue Wire Nuts

1 Roll foam tape

25’ ¾” CARFLEX

6 Qty- ¾ SCH40 Gray PVC 90 connectors

6 Qty- ¾ SCH40 Gray PVC Coupling connectors

8 Qty-¾ SCH40 Gray PVC 2 hole straps

2 Rolls – UL 2.5 Silver Tape

2 Rolls – FSK Tape

2 Rolls- Mesh Tape

Attachment: Exhibit F - Miscellaneous Cost Clarification (2022-R-11 : YMCA A/C Replacements)

1 Box – staples

100' – ¾" duct insulation

6 Qty- Hurricane Tie Down kits

24 Qty- 1 ¾" x 5/16's Tapcons

12 Qty- Lock-in Caps

Finally, I will be contacting the vendor today to get a lead time on this equipment and will email when I know.

Thank you,

Chris

---

**From:** Amanda Raslowsky <araslowsky@hollyhillfl.org>
**Sent:** Friday, January 21, 2022 3:19 PM
**To:** Chris Sherriff <csherriff@aironefl.com>
**Cc:** Stella Gurnee <sgurnee@hollyhillfl.org>
**Subject:** City of Holly Hill

Good afternoon, please see the correspondence below from our Finance Director, Stella Gurnee.

Thank you,

Amanda Raslowsky, Customer Service Supervisor

Finance Department
City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9432

386-248-9458 fax
araslowsky@hollyhillfl.org

www.hollyhillfl.org

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your

Attachment: Exhibit F - Miscellaneous Cost Clarification (2022-R-11 : YMCA A/C Replacements)

> email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

--

Stella L. Gurnee, Finance Director

City of Holly Hill

1065 Ridgewood Ave.

Holly Hill, FL 32117

Phone (386)248-9426

sgurnee@hollyhillfl.org

www.hollyhillfl.org

Attachment: Exhibit F - Miscellaneous Cost Clarification (2022-R-11 : YMCA A/C Replacements)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Resolution**

**MEETING DATE:** **February 8, 2022**
**FROM:** **Valerie Manning**
**SUBJECT:** **A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.**
**NUMBER:** **2022-R-12**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located with the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

### Sec. 82-74. - Removal of members from office; vacancies.

Any vacancy occurring during the unexpired term of office of any member shall be filled by the city commission for the remainder of the term. Such vacancy shall be filled within 30 days from the time it occurs.

There is only ONE VACANT position available. This board appointment will be filling the remaining vacancy of board member Arthur J. Byrnes who submitted his resignation to the city on January 11, 2022.

Staff has received the following applications for consideration: Jim Legary and Loretta Arthur.

Terms of appointed board member will serve until December 31, 2022, according to Section 82-74., Removal of members from office; vacancies.

## FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a

revenue.

**STAFF RECOMMENDATION**:

Approve and insert the appointed name into the Resolution.

**COMMISSION GOAL:**

**N/A**

**MOTION:**

**APPROVE THE RESOLUTION APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER.**

**ATTACHMENTS:**

- Jim Legary - BOPA Application - Jan. 2022 (PDF)
- Loretta Arthur - BOPA Application - Jan. 2022 (PDF)

# Resolution No. 2022-12

## A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

**WHEREAS,** members of said board shall not be an elected City official or City employee; and

**WHEREAS,** members of said board shall either be a resident of the City or own a business within the City; and

**WHEREAS,** the terms of office for regular members of said board shall be two years.

**WHEREAS,** in Section 82-74., - Removal of members from office; vacancies. It states that, "any vacancy occurring during the unexpired term of office of any member shall be filled by the city commission for the remainder of the term. Such vacancy shall be filled within 30 days from the time it occurs."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** That the City Commission does hereby appoint the following individual to the Board of Planning and Appeals to fill the remaining vacancy of Arthur J. Byrnes who has submitted his resignation to the city on January 11, 2022:

**<> Regular Member Term Expires December 2022**

**SECTION 2.** That this Resolution shall take effect immediately upon its

adoption.

**APPROVED AND AUTHENTICATED on this 8th day of FEBRUARY, 2022.**

HOLLY HILL
FLORIDA

# ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ☑ Board of Planning & Appeals
- ☐ Firefighters Pension Fund Board of Trustees
- ☐ Police Pension Fund Board of Trustees

Name of Applicant: JIM LEGARY

Home Address: 342 BURLEIGH AVE HOLLY HILL FL 32117

Phone: 386-290-0420

E-Mail Address: SOSUMMER43@yahoo.com

Are you a registered voter within the City of Holly Hill? ☐ Yes ☑ No

Is your primary residence in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill?
YES - OWNER

Business/Employer Name and Address: THE ALTERNATIVE ASPHALT 342 BURLEIGH AVE. HOLLY HILL FL 32117

Business Phone: 386-257-5170

Job Position / Occupation: OWNER

## EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- ☐ Banking / Finance
- ☐ Business Development
- ☑ Building / Construction
- ☑ Promotion Marketing
- ☐ Real Estate / Development
- ☐ Manufacturing / Industrial
- ☐ Industrial Training
- ☐ Landscaping
- ☐ Law / Contract Administration
- ☐ Operations of City Government
- ☐ Engineering
- ☐ Other

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Attachment: Jim Legary - BOPA Application - Jan. 2022 (2022-R-12 : Board of Planning and Appeals - Board Appointment)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

35 YEARS AS LOCAL RESIDENCE

Additional information Civic Activities, memberships, etc. PREVIOUSLY SERVED ON BOARD

Why are you interested in serving on a City board? BEING INFORMED CITIZEN

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board? HAVE PREVIOUSLY SERVED SAME

How many years have you served on that board? 3 TERMS(?)

If this is a request for reappointment, how long have you served on this board? 1/2 TERMS

Other information you would like to provide:

**PROFESSIONAL DRESS CODE POLICY**

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

***Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire***

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: _____ Signature: 20 JAN 20

*REVISED – October 2020*



Attachment: Jim Legary - BOPA Application - Jan. 2022 (2022-R-12 : Board of Planning and Appeals - Board Appointment)

HOLLY HILL
FLORIDA

# ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- [x] Board of Planning & Appeals
- [ ] Firefighters Pension Fund Board of Trustees
- [ ] Police Pension Fund Board of Trustees

Name of Applicant: Loretta Arthur

Home Address: 946 Riverside Dr. H.H.

Phone: 386-527-2230

E-Mail Address: Loretta.Arthur@Gmail.com

Are you a registered voter within the City of Holly Hill? [x] Yes ☐ No

Is your primary residence in the City of Holly Hill? [x] Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? [x] Yes ☐ No If so, how long? 17 years

Are you employed in the City of Holly Hill?
Self employed

Business/Employer Name and Address: Black Pearl Real Estate

Business Phone: 386-244-9311

Job Position / Occupation: Real Estate Broker

## EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Entrepreneur, Multiple Business owner, Real Estate Broker, Phi Theta Kappa, HRUCCAA, ACE and many more degrees & experience.

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- [x] Banking / Finance
- [x] Business Development
- [x] Building / Construction
- [x] Promotion Marketing
- [x] Real Estate / Development
- [ ] Manufacturing / Industrial
- [ ] Industrial Training
- [ ] Landscaping
- [ ] Law / Contract Administration
- [ ] Operations of City Government
- [ ] Engineering
- [x] Other

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How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Visionary, Problem Solver, Real Estate Professional and a team Player are Skills necessary + will greatly assist in

Additional information Civic Activities, memberships, etc. HRYC, Symphony Guild, Planning, Daytona Beach Chamber, Lifetime H H Historical Society, Halifax Historical Society, HRYC historical Committee etc.

Why are you interested in serving on a City board?

Love to help our Community + Serve for the betterment of locals.

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board?

Beautification Board

How many years have you served on that board? 4+ (not sure)

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:

**PROFESSIONAL DRESS CODE POLICY**

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I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 1/25/22 Signature:

*REVISED – October 2020*



Attachment: Loretta Arthur - BOPA Application - Jan. 2022 (2022-R-12 : Board of Planning and Appeals - Board Appointment)

HOLLY HILL
FLORIDA

**STAFF REPORT**
**CITY OF HOLLY HILL, FLORIDA**

**City Commission**
**Agenda Item**

**MEETING DATE:** **February 8, 2022**
**FROM:** **Stella Gurnee**
**SUBJECT:** **Upgrade Online Customer Payment System**
**NUMBER:** **(ID # 3585)**
**APPLICANT:**
**PLANNER:**

## DISCUSSION:

In January 2021 the City Commission was presented with a plan to upgraded the Financial system through Tyler Technologies cloud based system, Incode. Tyler Technologies utilizes Open Edge (Global Payments) as their preferred vendor licensed to provided integrated payment processing. Open Edge (Global Payments) is the only solution that meets Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Global Payments is a level 1 PCI (bank-level security) compliant system across all of their payment channels. **Sensitive customer or card information never resides on the City's network nor anywhere on Tyler Technologies network or systems**. This system would also replace the front counter credit cards (currently provided by SunTrust), which would further reduce the City's liability.

Global Payments offers a wide variety of payment types: Credit, Debit, pre-paid, echeck/ACH, and PayPal. Global Payments offers many channels of payment: web portal, mobile app, IVR (telephone), and over the counter. Currently, the online payment portal with Point and Pay and Amscot requires the Cashiers to manually input the payments in the City's system from a reports. Most cash customers pay at City Hall. The additional online payment options will provided expanded methods for payment and **limit the necessity for in person transactions**. This will have a significant positive impact to the Central cashiering function both in work load and safety during any declared emergencies.

Global Payments transfers real time data on the customer's account from Tyler Incode and provides access to the customer. Global Payments also includes smart notifications, customized preference, payment scheduling, and multi-account management.

## FISCAL ANALYSIS:

**Current City of Holly Hill Purchasing Policies and Procedures per Resolution 2018-R-30**

**POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE**

Sole source or Standardization procurement is exempt from bidding procedures. The City Commission must approve the award of the contract if the dollar amount exceeds $25,000. This

would be a sole source procurement due the required integration with the City's new Financial software Tyler Technologies, Incode.

Currently, the City pays approximately $82,429 in convenience fees to the City's online payment processor. The City pays an additional $15,395 of merchant card fees for in person transactions. This totals $97,824 annually. The Global Payments system would replace both of these systems. Global Payments would costs the City approximately $47,565 annually for the current activity level. This would provide significant savings in annual fees to the City of approximately $50,259 at the current activity level. The fees are currently budgeted in the Customer Service department budget account 001-1303-513.3400.

## STAFF RECOMMENDATION:

That the City Manager execute the associated Agreements to Open Edge (Global Payments).

## COMMISSION GOAL:

**Goal #1:** Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

**Goal #4:** Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

## MOTION:

**AUTHORIZE THE CITY MANAGER TO EXECUTE ALL AGREEMENTS WITH OPEN EDGE (GLOBAL PAYMENTS).**

- Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (PDF)
- Global Payments - Tyler Tech Sole Source Letter (1) (PDF)
- Global Payments Holly Hill, FL_Analysis #2 (1) (PDF)

Attachment: Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (3585 : Online Customer Payment System - Open Edge

# CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

1. **GENERAL.**

1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.

1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.***

1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. **SERVICE DESCRIPTIONS.**

2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

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2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

2.3. Provisions regarding debit card services are set forth in section 31 below.

2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.

2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.

2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. **PROCEDURES.**

3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time (collectively, the "**Card Association Rules**"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices, which, as may be modified and amended from time to time, will constitute Card Association Rules as used herein. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.

3.2. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable federal, state, and local laws, rules, ordinances, and regulations (collectively, "**Applicable Laws**"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global

Attachment: Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (3585 : Online Customer Payment System - Open Edge

Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent not prohibited under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of the same as a result of transactions processed at Merchant's location(s).

3.3. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Card Association Rules.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges) and in Section 39 of these Card Services Terms & Conditions. With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts (the **"Accounts"**) with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be provisionally credited for indebtedness purchased under this Card Services Agreement by credit to Merchant's Account(s). Merchant's Account(s) will be provisionally credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited, minus any applicable discount, fees, product service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the Card Association Rules. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Aaccount(s) on a daily basis. Merchant agrees to pay and Merchant's Account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's Account(s) will be debited for all fees, arbitration fees, liability assessments, or any other amounts charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's Account(s) may be debited or credited, without notice, and if Merchant's Account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's Account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and

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further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent not prohibited under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent not prohibited under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party

providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the Card Association Rules, by law, or by Global Direct as specifically requested in writing in individual cases.

8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified by Member and/or Global Direct to address issues arising therefrom, including but not limited to requirements of applicable Card Association Rules and/or the fees associated with such transactions.

9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

10.1. Merchant warrants and represents to Global Direct and Member, both at the time of execution and the presentation of any transaction hereunder: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will

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accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions; (c) that Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Association Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations [Global Direct acknowledges that the services disclosed by Merchant (e.g., renting facilities for future use, permits that involve future services by Merchant) fall under the definition of future services that are permitted by the card associations or network organizations], (j) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, affiliate, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Card Association Rules, and that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Card Association Rules, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a***

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***particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent not prohibited under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the Card Association Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the Card Association Rules or any violation by Merchant of Applicable Laws ; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Card Services Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or card association determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Card Association Rules. For purposes of this Agreement, including the foregoing indemnities to the extent not prohibited under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. **LIMITATION OF LIABILITY.**

12.1. ***Neither Member nor Global Direct nor any independent sales organization referring or providing services to Merchant ("ISO") shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.***

12.2. ***To the maximum extent not prohibited by law, the liability of Global Direct, ISO, and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and***

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***any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement, and (b) $50,000. This shall be the extent of Global Direct's, ISO's, and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, ISO, or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.***

12.3. ***Under no circumstances shall Global Direct, ISO, or Member by liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, even if Global Direct, ISO, or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, ISO, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Agreement.***

12.4. ***It is agreed that in no event will Global Direct, ISO, or Member be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, in the event of a billing error or the imposition of any allegedly improper fee(s), within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.***

12.5. ***Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.***

13. **TERM AND TERMINATION.**

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year from the Effective Date (the "**Initial Term**"); provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the amendment shall not affect the then-existing term. The Card Services Agreement will automatically renew for additional one year periods ("**Renewal Term**" or "**Renewal Terms**", and together with the Initial Term, the "**Term**") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct or Member may terminate or suspend performance of this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement; upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader; upon any failure to follow the Card Acceptance Guide or any Card Association Rules, upon any misrepresentation by Merchant; upon commencement of bankruptcy or insolvency proceedings by or

against the Merchant; upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application; where the rules or regulations of any card association require that Member and/or Global Direct terminate and/or suspend this Card Services Agreement; or in the event Global Direct or Member reasonably deems itself insecure (including, without limitation, credit, operational, reputational, financial, technological, security and/or fraud risk or exposure) in continuing this Card Services Agreement. However, the Merchant is not under any obligation to accept any credit card and may decide not accept credit cards at any time during the term of this Agreement.

13.3. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder. In the event that Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's Account(s). If the deposit has already been posted to Merchant's Account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. In the event of termination, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's Accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Card Association Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. **RESERVE ACCOUNT; HOLDBACK RIGHTS.**

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder.

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Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent not prohibited under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the Card Association Rules or (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of this Card Services Agreement, Global Direct and Member may maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global Direct may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

15.3. In addition to any of the other rights granted to Global Direct and Member hereunder, in the event that Global Direct and/or Member, at any time during the term of this Card Services Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Global Direct on behalf of Member may, without notice, hold funds otherwise payable to Merchant for such period as Global Direct and/or Member, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Global Direct and/or Member related to the same. To the extent (i) the investigation conducted by Global Direct and/or Member with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Global Direct and/or Member, and (ii) Global Direct and/or Member require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

16. **DEFAULT/SECURITY INTEREST.**

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Card Services Agreement and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent not prohibited by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Except as provided in section 15 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property

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described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent not prohibited under applicable law, are described above in section 15.

16.2. Merchant also agrees that, in the event of a default by Merchant, Member has rights of setoff and recoupment and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct or Member may have under applicable law.

17. **DISPUTE RESOLUTION AND CLASS ACTION WAIVER**

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Florida sitting in Volusia County or the United States District Court for the Middle District of Florida, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** ***Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action.***

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct shall have the right to modify or amend the terms and conditions of this Card Services Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Card Association Rules, changes to the fees charged by the card associations, Member, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "**Third Party Change**") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "**Change Notice**"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Card Services Agreement, without liability for premature termination pursuant to section 13, by providing written notice thereof to Global Direct, provided that such notice must be given within 30 calendar days following the date of the Change Notice. If Merchant provides written objection to such changes or amendments, Merchant shall have 30 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services

Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease. Other than the amendments set forth above, this Card Services Agreement may be amended only in writing signed by Global Direct, Member, and Merchant.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **SEVERABILITY; CONSTRUCTION.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. **NOTICES.** All notices from Merchant to Global Direct or Member under this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices from Global Direct or Member to Merchant under this Card Services Agreement shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder or via electronic posting or notification accessible to Merchant on Global Direct's Merchant Portal (https://reporting.globalpay.com/login) or any successor online reporting tool. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving notice to the other party.

23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing Card Services Agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur. In either event, such date is referred to herein as the "**Effective Date**."

25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit

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Merchant's Accounts. Depository, Member, and/or Global Direct may charge any of Merchant's Accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the Account(s) or to the Depository. Merchant represents and warrants that: (a) the Account(s) will always be in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Card Association Rules or Applicable Law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.

27. **AUTHORIZED USERS**. To the extent Merchant is granted electronic access to any systems or portals of Global Direct, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Global Direct of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.

28. **TAXES**. Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Global Direct and/or Member's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.

29. **REPORTING**. Merchant acknowledges that, under the Card Association Rules, certain merchant activity and terminations of merchant processing agreements may result in Global Direct or Member reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.

30. **RELATIONSHIP OF THE PARTIES**. Merchant designates Global Direct and Member as its agent to receive payments for transactions processed pursuant to this Card Services Agreement. Neither Global Direct nor Member, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Card Services Agreement or the rendition of services related to this Card Services Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Card Services Agreement is an arm's length commercial relationship.

31. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**

    31.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Debit Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Debit Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Debit Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Debit Networks. Global Direct will provide connection to such Debit Networks, terminal applications, settlement, and reporting activities.

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31.2. Merchant will comply with all Applicable Laws and with all by-laws, regulations, rules, and operating guidelines of the Debit Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Debit Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

31.3. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

31.4. In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

32. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Quest Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate

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administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

33. **DECLINE MINIMIZER SERVICES.** In the event that Merchant elects to use Global Direct's Decline Minimizer Service (as defined herein below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34. **CALLPOP OPENEDGE SERVICES.**

34.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

34.2. In the event that Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Agreement pursuant to the termination and/or suspension rights specified in the Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Agreement.

34.3. ***Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or noninfringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues***

***and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.***

35. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

36. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

37. **AMERICAN EXPRESS CARD ACCEPTANCE.**

37.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

37.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 37 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in

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connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 37, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

37.3. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 37 means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

37.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.

37.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.

37.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.

37.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

38. **ELECTRONIC SIGNATURES.**

38.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be

bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

38.2. By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

39. **SURCHARGES/OTHER FEES.**

39.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. Merchant may also be charged certain fees and assessments established by the card associations and debit networks which are described in more detail at https://www.globalpaymentsinc.com/ratetable. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear below, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

39.2. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

39.3. The items listed in this section 39 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

39.4. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:



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39.5. Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions. (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

39.6. Merchant will also be assessed per **transaction access or** participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct. Merchant will also be assessed a Discover Network Authorization Fee.

39.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

39.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## SURCHARGES FOR PREDOMINANT MARKET SECTORS

### Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

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- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

**Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

**Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

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- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

**Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

**MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements

which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

**Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

**Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

**Lodging/Auto Rental Electronic Merchant**

Attachment: Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (3585 : Online Customer Payment System - Open Edge

Attachment: Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (3585 : Online Customer Payment System - Open Edge

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

**Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

**Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

**Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank, Pointer Ridge Place, Bowie, MD. 20716, 1 (800) 617-7511

Attachment: Holly Hill - Card Services T&Cs - Govt (clean) v012722 (1)Global Services (3585 : Online Customer Payment System - Open Edge

Attachment: Global Payments - Tyler Tech Sole Source Letter (1) (3585 : Online Customer Payment System - Open Edge Global Payments)

# Open Edge Integration to Tyler Incode - Sole Source Letter

To Whom It May Concern:

This letter is to confirm that OpenEdge, owns all rights, title and license in and to, the OpenEdge payment processing solution and related services (collectively, the “OpenEdge Solution”). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Open Edge is a Tyler Technologies, Inc. ("Tyler") Preferred Partner. Tyler is an authorized marketing partner of OpenEdge. The OpenEdge Solution is an integrated payment processing solution that directly integrates with mutually agreed upon Tyler software products, including those applications that have been identified to you as “Incode.”

Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that Solution, in Tyler-client contracts, or amendments thereto.

OpenEdge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Tyler Technologies, Inc.

By:_____

Name: Shane Shepherd

Title: Director

Date: 01/23/2019

globalpayments Integrated

## Holly Hill, FL

Analysis based on data supplied for processing month: Oct-21

Quote subject to change after 30 days 11/23/2021

### SUMMARY

| | Current Processor | GPI |
|---|---|---|
| Total Volume | $282,010.00 | $282,010.00 |
| Total Transactions | 1421 | 1421 |
| Total Fees | $8,152.95 | $3,964.73 |
| Effective Rate | 2.89% | 1.41% |
| $ Monthly Savings | | $4,188.22 |
| % Monthly Savings | | 51% |
| **Annual Savings** | | **$50,258.60** |




### DETAIL

| | | | | Current Processor | | | GPI | | |
|---|---|---|---|---|---|---|---|---|---|
| Card Type | Charge Type | # Trans | $ Sales | % Disc | Per Item | Total Fees | % Disc | Per Item | Total Fees |
| | IC+ Rate | 1421 | $282,010.00 | 2.891% | 0.0000 | $8,152.95 | 0.500% | 0.0000 | $1,410.05 |
| DS/VISA/MC/AX | Interchange | 1421 | $282,010.00 | 0.000% | 0.000 | $0.00 | 0.000% | 0.0000 | $1,738.35 |
| FEE | Auth | 1421 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.0500 | $71.05 |
| VISA | Trans. Integrity Fee | 1 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.1000 | $0.10 |
| VISA | ISA Fee | 0 | $247.48 | 0.000% | 0.0000 | $0.00 | 1.000% | 0.0000 | $2.47 |
| VISA | IAF Fee | 0 | $247.48 | 0.000% | 0.0000 | $0.00 | 0.450% | 0.0000 | $1.11 |
| MC | Digital Enablement Fee | 0 | $739.75 | 0.000% | 0.0000 | $0.00 | 0.010% | 0.0000 | $0.07 |
| FEE | Settlement Funding Fee | 0 | $282,010.00 | 0.000% | 0.0000 | $0.00 | 0.100% | 0.0000 | $282.01 |
| FEE | Other Fees | 0 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.0000 | $0.00 |
| | Assessments | 1421 | $282,010.00 | 0.000% | 0.0000 | $0.00 | 0.139% | 0.0000 | $391.99 |
| | Kilobyte Fee | 1421 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.0018 | $2.56 |
| | APF Fees | 1421 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.0195 | $27.71 |
| FEE | Batch Fee | 94 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.1500 | $14.10 |
| FEE | MC Monthly Location Fee | 1 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 1.2500 | $1.25 |
| FEE | VISA FANF | 1 | $0.00 | 0.000% | 0.0000 | $0.00 | 0.000% | 0.0000 | $6.95 |
| FEE | Monthly Fees | | | | | $0.00 | | | $14.95 |
| | | 1421 | $282,010.00 | | | $8,152.95 | | | $3,964.73 |

| | |
|---|---|
| **TOTAL POTENTIAL MONTHLY SAVINGS** | **$4,188.22** |
| **POTENTIAL YEARLY SAVINGS** | **$50,259** |
| **PERCENTAGE SAVINGS** | **51%** |

Attachment: Global Payments Holly Hill, FL_Analysis #2 (1) (3585 : Online Customer Payment System - Open Edge Global Payments)