

# REQUEST FOR PROPOSAL CB26-009



## GOLF CART REPLACEMENT

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**CITY OF COCOA BEACH  
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**INTRODUCTION**

The City of Cocoa Beach is issuing an invitation to Bid (or Request for Proposal) for the replacement of the golf cart fleet at the Cocoa Beach Country Club.

The City reserves the right to accept or reject any or all proposals, or any part of a proposal, and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The City also reserves the right to engage in value engineering with any responsive Proposer. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective proposers and include, but are not limited to, Request for Quote, Request for Proposal, and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective proposers.

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## PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver **sealed** proposals to the City of Cocoa Beach Clerk's office, located inside the City Hall at 2 South Orlando Ave, Cocoa Beach FL 32931, until **Friday, April 17, 2026, at 2:00 pm** local time. All proposals shall be exempt from public disclosure until the earlier of notice of intended decision or 30 days after opening under Florida Statutes, Section 119.071(1)(b). , All Proposers and their representatives are invited to attend the bid opening, but only the names of the bidders shall be announced at that time and bids will not be made public at that time.

The proposal **MUST** show the following on the outside of the bid package:

1. Proposers Name
2. Bid Number
3. Bid Name
4. Time & Date of Bid Opening

Delivery of the sealed proposals to the City Clerk's office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether the informality is minor, to reject or accept any or all bids, and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposers responsibility to read and understand the requirements of this solicitation for proposal. Proposers are required to state exactly what they intend to furnish to The City via this solicitation and **MUST** indicate any variances to the terms, conditions, and specifications of this solicitation, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this solicitation.

The Proposer shall submit **one (1) ORIGINAL and five (5) COPIES** of the proposal, along with a flash drive containing one file in PDF format of the hard copy of the proposal exactly as submitted. The **ORIGINAL** proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations **MUST** be typewritten or filled in with pen and ink. The Proposer **MUST make** initial proposals having erasures or corrections in ink.

- B. All prices, terms, and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by The City.

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- C. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the City immediately upon receipt of the Request for Proposal.

## **PROPOSAL SUBMISSIONS**

In your proposal, please provide responses to the following:

- A. **Proposal Approach:** State the Proposer's understanding of the Scope of Services as outlined in Exhibit A and the Proposer's recommended methodology to fulfill the project goal(s).
- B. **Pricing:** The Pricing Proposal shall be completed on the form provided as Exhibit B, Pricing Schedule. Pricing shall be submitted along with other submissions required herein. The fee proposed shall include all charges that may be incurred in fulfilling the terms of this contract.
- C. **Selection Criteria Response:** The Proposer shall submit such information as requested in Exhibit C, Selection Criteria.
- D. **Proposal Form and Certification:** Complete the form enclosed as Exhibit D and return in the submittal with the Proposal Approach (Section A. above). Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

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**SCHEDULE OF EVENTS**

The schedule listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible, however, The City reserves the right to change both the sequence and timing if deemed necessary.

- Sunday, March 15, 2026 ..... Advertise Proposal
- Friday, March 27, 2026 (10AM)..... Non - Mandatory Pre-Bid Meeting
- Friday, April 3, 2026 ..... Deadline for Written Questions
- Tuesday, April 7, 2026 ..... Addendum Posted
- Friday, April 17, 2026 (2PM)..... Deadline for Submission/Public Bid Opening
- Thursday, May 7, 2026..... Commission Meeting

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## **NON-MANDATORY PRE-BID MEETING**

A non-mandatory pre-bid conference will be held on **Friday, March 27, 2026**, at 10AM in the Commission Chambers located at 2 South Orlando Ave, Cocoa Beach, FL 32931. This Pre-Proposal meeting will allow all proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

## **PUBLIC BID OPENING**

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time.

The selected proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best qualified Proposer(s) to serve the interest of the City.

## **CONTRACT AGREEMENTS**

The City anticipates entering into a contract with the Proposer who submits the proposal judged by The City to be in the best interest of the City. The City anticipates awarding one contract. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Request for Proposal shall be included in and be made a part of the final award.

## **CLARIFICATIONS OF THE PROPOSAL**

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required before submission of the bids. No plea of ignorance by the Proposer concerning conditions that exist will be accepted as the basis for varying the requirements of the City or the compensation to the Proposer.

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions, or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with paragraph entitled "PROJECT COORDINATOR" below.** Written or oral responses, as deemed appropriate, will be provided by the project coordinator. The City shall not be responsible for interpretations given by any other city employee or representative.

## **WITHDRAWAL OF PROPOSAL**

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

## **PROPOSAL PREPARATION EXPENSE**

The Proposer preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

## **QUALIFICATIONS OF BIDDERS**

This bid shall be awarded only to a responsible bidder qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

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**PERFORMANCE**

Failure on the part of the Proposer to comply with the conditions, terms, specifications, and requirements of the bid shall be just cause for the cancellation of the bid award.

**COLLUSION**

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

**COPYRIGHT OR PATENT RIGHTS**

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, production, or selling of the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless for all liability, loss, or expense occasioned by any such violation.

**DRUG FREE WORKPLACE**

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

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## **PROJECT COORDINATOR**

The project coordinator and designated liaison for this RFP is:

**Edward Thinger, General Manager Cocoa Beach Country Club**  
**Email: [edward.thinger@cityofcocoa-beach.com](mailto:edward.thinger@cityofcocoa-beach.com)**

The City will **NOT** respond to oral inquiries. Proposers may submit written, (e- mailed) inquiries regarding this RFP to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at [www.cityofcocoa-beach.com](http://www.cityofcocoa-beach.com). It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

## **CONTACT PROHIBITION**

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this solicitation regarding this solicitation package or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable), at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

## **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

**DISCLOSURE AND OWNERSHIP OF DOCUMENTS**  
**STATEMENT**

The Proposer must agree to the following regarding disclosure and ownership of documents:

**A. PUBLIC RECORD**

The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

## **AUDIT RIGHTS**

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

## **DISPUTE RESOLUTION**

In the event a dispute occurs between a contractor, vendor, or other invoicing party and the City concerning payment of an invoice, the City Department, Office, or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

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**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

City of Cocoa Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

**INSURANCE REQUIREMENTS**

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees

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and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of its Business Tax Receipt(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. **The Contractor's and Subcontractor's insurance policies (except for Workers' Comp insurance must be endorsed to add the City of Cocoa Beach as an Additional Insured.** The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the company shall endeavor to not cancel, materially change or refuse to renew until at least thirty (30) calendar days written notice has been given to the City.

## **NON-DISCRIMINATION**

The City of Cocoa Beach does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

### **TITLE VI NONDISCRIMINATION POLICY STATEMENT**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**(1.) Compliance with Regulations:**

The Contractor shall comply with the regulations relative to nondiscrimination as utilized by Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

**(2.) Nondiscrimination:**

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The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment:**

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

**(4.) Information and Reports:**

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach's ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate and shall set forth what efforts it has made to obtain the information.

**(5.) Sanctions for Noncompliance:**

In the event of the Contractor's noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **E-VERIFY REQUIREMENTS**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by the Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract
- b) All persons (including subcontractors/vendors) assigned by the Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Contract.

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**EXHIBIT A - SCOPE OF SERVICES**

Cocoa Beach Country Club  
Electric Golf Car 4 Year Lease or Purchase and Maintenance  
A VGM Course

Provide a clear trade-in value for the present fleet.  
Price both the lease and purchase, separate from maintenance.

**Lease Purchase**

110 cars - ASSEMBLED

Specifications of proposed equipment

- Chargers will need 10' long AC cords.
- 4 wheel chassis style
- Reverse Buzzers
- Canopy top and frame
- Sweater basket
- Sand bucket (1 per car mounted on driver side)
- Sand bottles (1 per car mounted on passenger side)
- Ice bucket (1 per car mounted on passenger side)
- Number decals (2 per car)
- Bagwell protector
- Information holder
- 5 year non-rust through guarantee
- Display screens
  - Real time GPS car tracking
  - Interactive hole maps & yardage data
  - Geofencing for restricted areas
  - Fleet management analytics
  - On screen advertising
  - Safety & compliance controls
  - 10" sunlight readable HD screen
  - Weatherproof & impact resistant housing

Accessories

- Price these items separate on the bid by lease and purchase
- Fold down windshields
- Bagwell rain protection

**Maintenance**

- The City will have the following done on a daily or as needed basis:
- Remove trash from bagwell and storage areas
  - Visually inspect for damage
  - Charge batteries
  - Check brakes for proper working order
  - Check reverse buzzer for proper operation

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Check car for proper and safe operation  
Wash exterior of car including seats and bagwell  
Wash off tops of batteries

The manufacturer or its contractor will provide:

All repairs not associated with customer abuse, at no extra charge.  
All preventative maintenance recommended by the manufacturer.  
Cars must go 36 holes on a charge for the term of the contract.

Any car that is out of service for maintenance must be repaired and back in service within five days. If a car is out of service more than five days, the following months maintenance payment will be reduced by the amount for the cart for the month. Provide a record of all maintenance and preventative maintenance to the City – monthly. Cars damaged by customers or City staff will only be repaired after an estimate has been presented to the complex manager or his designee, and such repairs are approved. A technical representative and the complex manager or his designee will review the fleet quarterly.

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**EXHIBIT B – PRICING**

Lease/Purchase price per month for 4 year term\*\* (110 cars) \_\_\_\_\_

Outright purchase\*\* (110 cars) \_\_\_\_\_

Options (Price quoted should be in addition to above price per car)

Fold down windshields (110 cars) Lease/Purchase 4 yrs. \_\_\_\_\_

Outright purchase \_\_\_\_\_

Bagwell rain protection (110 cars) Lease/Purchase 4 yrs. \_\_\_\_\_

Outright purchase \_\_\_\_\_

Value of 110 cars traded in \_\_\_\_\_

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. \_\_\_\_\_

Outright purchase \_\_\_\_\_

All pricing should be based on a delivery the week of September 1, 2026. Assembly will be complete by October 1, 2026.

\*\* Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.

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**EXHIBIT C**  
**SELECTION CRITERIA**

1. Qualifications of Bidder

- A. Experience record showing the bidder's training and experience in similar work.
- B. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
- C. List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.

2. Completeness of response to the request for proposal as set forth herein.

3. Pricing

Pricing is a consideration but is not the sole determining factor in the selection.

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**Exhibit D  
Fee Schedule**

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met.

Event	% complete
	100%

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

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**EXHIBIT E**  
**DRUG FREE WORKPLACE**

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

**Name of CONTRACTOR**

1. Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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**EXHIBIT E  
DRUG-FREE WORKPLACE  
(CONTINUED)**

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                      COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_ as  
\_\_\_\_\_  
*(Name of person acknowledging)*                      *(Title)*

For \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



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**EXHIBIT G**

**CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT**

**ADDENDUM**

**THIS STANDARD CONTRACT ADDENDUM** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and \_\_\_\_\_, hereinafter referred to as “Contractor”, concerning that certain agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Agreement”).

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

**WHEREAS**, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

**WHEREAS**, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

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**WHEREAS**, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

**2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) 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 City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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:**

**CITY HALL – SECOND FLOOR  
2 SOUTH ORLANDO AVE.  
P.O. BOX 322430  
COCOA BEACH, FL 32932-2430.  
321-868-3235,  
[CITYCLERK@CITYOFCOCOABEACH.COM](mailto:CITYCLERK@CITYOFCOCOABEACH.COM)**

**3. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

**5. Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

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**6. E-Verify Compliance.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

**7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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**8. Disclosure Requirements for “Foreign Countries of Concern”.** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

**9. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**10. Attorneys’ Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

**11. Public Entities Crime or Convicted Vendor List.** Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

**12. Data Management; Notice of Breach.** Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

**13. Environmental and Social Government and Corporate Activism.** The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

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**14. Taxes.** The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

**15. No coercion for labor or services.** The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

**16. Force Majeure.** The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

**17. Conflicts.** By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

**18. Breach during Emergency Recovery Period.** Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

**19. Additional Terms.** Notwithstanding any of other provision to the contrary, the

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parties agree as follows:

A.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

**Contractor:**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**ATTEST:**

**City of Cocoa Beach, Florida**

\_\_\_\_\_  
**Karin Grooms, City Clerk**

\_\_\_\_\_  
**Wes Mullins, City Manager**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**City Attorney**