

**CONTRACT FOR QUOTE REQUEST
BETWEEN CITY OF PENSACOLA AND
CMAC TECHNOLOGY SOLUTIONS, INC.**

THIS CONTRACT (“Contract”) made in response to a quote request is made this ____ day of _____, 2019, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and CMAC Technology Solutions, Inc., (“Contractor”), a corporation authorized to do business in Florida, located at 11625 Rainwater Drive, Suite 250, Alpharetta, GA 30009 (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City requested quotes for work or services on or about February 8, 2019, as may be described in a project manual, scope of work, statement of work, or other request information document, and any applicable addenda, all such documents collectively referred to as the “Quote Documents” and attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, in response to the Quote Documents, the Contractor submitted to the City a Proposal, dated February 22, 2019, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has selected the Proposal; and

WHEREAS, the Parties desire the Contractor perform as described in the Quote Documents and the Proposal and pursuant to the terms and conditions of this Contract (the Quote Documents, Proposal and this Contract collectively referred to hereinafter as the “Contracting Documents”); and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contracting Documents. The Contractor warrants that all equipment, materials and workmanship furnished whether furnished by Contractor or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure. The City, or its duly authorized representative, shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance

of this Contract. The Contractor is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Payment.

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **One Hundred Sixty-four Thousand Two Hundred Ten dollars and 90 cents (\$164,210.90)** to be paid by the City in accordance with the Contracting Documents upon the complete performance by Contract, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contracting Documents, and such payment in accordance with the Florida Prompt Payment Act. The Contractor agrees to pay to the City any difference between the sum to which the Contractor would be entitled herein upon the completion of the work and services in the Contracting Documents, and the sum to which the City may be obliged to pay for the completion of performance by the Contractor or other party, and any damage, direct or indirect, or consequential, which may be sustained on account of Contractor's acts or omissions in the performance of this Contract.

Section 4. Bond.

Contractor shall provide any bond as required in the Contracting Documents. Should the City, in the City's sole discretion, at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 5. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contracting Documents.

Section 6. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates, or any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contracting Documents.

Section 7. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contracting Documents shall be binding unless in writing and signed by the Mayor.

Section 8. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Contract.

Section 9. Venue.

Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 10. No Discrimination.

Contractor shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 11. No Other Agreements.

The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 12. Attorney's Fees.

The prevailing Party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing Party.

Section 13. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 14. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

CMAC Technology Solutions, Inc.
(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved As To Substance:

By: _____
Member

Department Director/Division Head

(Printed Member's Name)

Legal in form and valid as drawn:

(SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A
QUOTE DOCUMENTS

Based on the experience between CMAC and Pensacola Energy coordinating the warehouse racking, equipment purchases and software for the inventory bar coding, Pensacola Energy is requesting an estimate for the remaining warehouse areas including the tool room, the meter paint room, and the meter shop. We would like for the district managers to be interviewed for input. Pensacola Energy would like a proposal that cleans up these areas, organizes them with updated shelving and safety equipment, and a general modernization for flow and efficiency.

EXHIBIT B
PROPOSAL

CMAC, Inc.

11625 Rainwater Drive - Suite 250 - Alpharetta, Georgia 30009
Phone: 770-753-8890 - Fax: 678-578-6360 - Email: www.cmacinc.com



Customer: Pensacola Energy
Dena Faessel

QUOTE

Date	Sales Rep
02/22/19	Mitch Allen

Terms
NET 30

Qty	Description	Unit Price	Ext. Price
1	Maintenance Tool Room Refresh (Estimated 240 hrs)	\$47,601.60	\$47,601.60
1	Meter Room Refresh (Estimated 160 hrs)	\$31,734.40	\$31,734.40
1	Paint Room Refresh (Estimated 160 hrs)	\$31,734.40	\$31,734.40

Budgetary Proposal Subject to Change

Assumptions / Requirements:
This quote expires on 4/1/2019.
CMAC to provide Project Management and Consultative support to Pensacola Energy for all items above.
The proposed effort is based in FTE hours and does not represent any estimate of timeline.
The proposed hours are estimates only. Any hours above the proposed amounts will be billed at the standard rate of \$198.34 per hour.
All applicable data is expected to be compiled and provided by PE.
Resource availability is subject to change without notice.

Total	\$111,070.40
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CMAC, Inc.

11625 Rainwater Drive - Suite 250 - Alpharetta, Georgia 30009
 Phone: 770-753-8890 - Fax: 678-578-6360 - Email: www.cmacinc.com



Customer: Pensacola Energy
 Dena Faessel

PROPOSAL

AAAQ11647-01

Date	Sales Rep
02/21/19	Mitch Allen

Terms
NET 30

Ln #	Qty	Description	Unit Price	Ext. Price
1		Tool Room Refresh		
2	1	Work Bench 2 steel top 72 x 36 workbenches supports 4K lbs	\$1,300.00	\$1,300.00
3	1	Pneumatic Lift Bench Portable Vestil 1000 lbs mobile lift table 19-3/4" x 32"	\$1,430.00	\$1,430.00
4	1	Stool/Chair Diesel Industrial stool with back (multiple heights)	\$234.00	\$234.00
5	1	Pegboards (or similar) Portable / hangable peg boards for hose / tool storage	\$1,170.00	\$1,170.00
6	1	Racking (2 bays, 3 level, 12ft high) Husky Uprights 42x144xu24 (3) - Husky Beams 3.92x96 5000lbs (8 units)	\$2,600.00	\$2,600.00
7	1	Other Racking (decks, spacers, foot plat Decks 42x46 3 chan (8 units), Footplates (6 units), Freight, bolts and spacers	\$2,216.50	\$2,216.50
8	1	Other Misc. Materials Peg boards , hooks , hose roles etc	\$2,000.00	\$2,000.00
9	1	Installation 2.5 days 2 installers	\$3,600.00	\$3,600.00
10	1	Installation Team T&E Installation Team T&E	\$2,000.00	\$2,000.00
11		Meter Room Refresh		
12	1	Industrial Desk 18 desks - 2 rows / 9 back to back	\$7,020.00	\$7,020.00
13	1	Desk Divider(s) Estimate only -- final solution TBD	\$5,200.00	\$5,200.00
14	1	Stool/Chair 18 Diesel Industrial stool with back (multiple heights)	\$4,680.00	\$4,680.00
15	1	Industrial work table 2 steel top 72 x 36 workbenches supports 4K lbs	\$2,600.00	\$2,600.00
16	1	Shelving Shelving configurable (including 2 48 x 24 x 87")	\$2,600.00	\$2,600.00
17	1	Installation 2 day x 2 installers	\$2,880.00	\$2,880.00
18	1	Installation Team T&E Installation Team T&E	\$1,500.00	\$1,500.00
19		Paint Room Refresh		
20	1	3 large fire cabinets for chemicals 3 Cabinets - 45 Gallon - Manual Close - 43"W x 18"D x 65"H	\$5,070.00	\$5,070.00
21	1	Shelving Shelving	\$2,600.00	\$2,600.00

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Ln #	Qty	Description	Unit Price	Ext. Price	
22	1	Installation	Shelving configurable (Including 2 48 x 24 x 87") 2 day x 2 installers	\$1,440.00	\$1,440.00
23	1	Misc. Other	Additional Storage Devices	\$1,000.00	\$1,000.00
24	1	Installation Team T&E	Installation Team T&E	\$1,000.00	\$1,000.00
25		Assumptions / Requirements: Does not include Shipping & Handling Budgetary Estimate only - actual totals may differ based on PE options selected			
				Total	\$54,140.50

Please contact me if I can be of further assistance.

- Prices subject to change - Prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved - CMAC shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchant ability or fitness of purpose, damages related to this agreement.
- Prices do not include shipping/handling or taxes.
- Travel and expenses are not included and will be billed as a direct pass through cost.

Payment Terms & Conditions:

Payment Terms are noted above. If payment in full is not received within 5 days of the due date, the unpaid balance will accrue interest at 1.25% per month and the customer will be liable for all collection costs including attorney's fees. Actual transfer of the title and ownership of the property/equipment associated with this quote and correlated invoices do not occur until full and complete payment has been made. CMAC reserves the right to retrieve any and all property/equipment if full financial restitution within the terms specified has not occurred. Purchaser assumes financial responsibility for damages, deterioration or depreciation of property/equipment whether intentional or