



STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa**, a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Milestone Professional Services Inc., 1970 East Osceola Parkway, #350, Kissimmee, FL 34743 (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Casselberry – Casselberry, FL 32707, said contract being identified as: Accounting Services, CONTRACT No. RFP-2021-0707 (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" (Original Contract) which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Milestone Professional Services, Inc. The term of said agreement shall be for the period effective date of 09/01/2021 through 08/31/2026.

The City of Cocoa intends to utilize said agreement for FY21 – FY26 and shall not exceed the budgeted amount stated in the below pricing schedule, any change orders to this amount must be approved by City Manager.

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	\$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	\$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	\$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	\$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	\$24,300.00
	Total RFP Price Submitted:	\$117,900.00
6	Hourly Rate for Additional Work - Staff*	\$60.00
7	Hourly Rate for Additional Work - Executive*	\$130.00
*Information purposes only - not part of the Evaluation Criteria.		

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSURED-S-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (<https://www.e-verify.gov>), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

- c. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- d. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.
- e. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.
- f. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

VENDOR:

Milestone Professional Services, Inc.
Attn: Donna Collins, President/Director
1970 E. Osceola Parkway, Suite 350
Kissimmee, FL 34743
Phone: (352) 408-4949
Email: donna@milestoneeps.com

Milestone Professional Services Inc.

Entered this _____ day of _____

Donna Collins / President

(Print Name / Title)

Don Coll

(Signature)

8/12/21

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

Attested By: City Clerk