

REQUEST FOR PROPOSALS

BUILDING PERMITTING AND INSPECTION SERVICES

The City of Mexico Beach will accept sealed proposals from qualified firms interested in providing Building Permitting and Inspection Services and other related services until 4:00 p.m., CST, on **November 30 , 2018**. The successful firm shall be expected to expeditiously perform the necessary tasks included in the specifications and must have the capacity to handle multiple projects concurrently. The successful firm will provide services on an as needed basis throughout the term of this contract. The term for this contract will be for three (3) years with an option for the City to renew two additional one (2) year terms. Specifications may be obtained at the Mexico Beach City Hall, 201 Paradise Path, PO Box 13425, Mexico Beach, Florida, 32410 telephone (850) 648-5700, or our website www.mexicobeachgov.com.

Proposals may be submitted in person at the Mexico Beach City Hall, or via U. S. mail or courier service. Sealed packages must be plainly marked, "RFP — BUILDING PERMITTING AND INSPECTION SERVICES" along with the firm's name and address. Please review all documents pertaining to this request before submitting requested information.

The City of Mexico Beach reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award a contract deemed to be in the best interest of the City.

The City of Mexico Beach encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

CITY OF MEXICO BEACH

ADRIAN WELLE

CITY CLERK

I. GENERAL CONDITIONS

- A. The City of Mexico Beach seeks proposals from qualified firms to provide Building Permitting and Inspection Services and related professional services. The successful firm shall be expected to expeditiously perform the necessary tasks included in this document and must have the capacity to handle multiple projects concurrently. The successful firm will provide services on an as needed basis throughout the term of this agreement.
- B. Proposals may be submitted in person at City Hall, 201 Paradise Path, PO Box 13425, Florida 32410 or via U. S. mail or courier service. Sealed packages must be plainly marked, "RFP — BUILDING PERMITTING AND INSPECTION SERVICES" along with the firm's name and address. The City must receive all responses before 4:00 p.m., CST, on **November 30, 2018**. Proposals received after the stated time will be refused.
- C. Submit one (1) clearly marked, manually signed original proposal, five (5) complete copies, and one (1) electronic copy (CD: PDF format).
- D. The City of Mexico Beach (herein referred to as the "City") reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed to be in the best interest of the City.
- E. Direct all questions or inquiries regarding the meaning or interpretation of this request to Tanya Castro, in writing, at mell@mexicobeachgov.com.
- F. From the date of release of this solicitation until award of the contract, no contact with City personnel or elected officials related to this solicitation is permitted. Direct all communications to the Person listed above. Any such contact may result in the disqualification of the respondent's submittal.
- G. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.
- H. Responses will be evaluated on experience, references, staffing capacity, services, fee structure, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and any other relevant factors as determined to be in the best interest of the City.

- I. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFP opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- J. Neither the City nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements.
- K. This solicitation is subject to all legal requirements contained in the applicable Mexico Beach Ordinances and Resolutions, as well as all applicable State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and Local.
- L. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice. M. The City reserves the right to:
 - 1. Request clarification and additional information from any respondent during the evaluation process.
 - 2. Negotiate with the selected bidders to include further services not identified in this RFP.
 - 3. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 4. Issue subsequent RFPs based on refinement of concepts proposed in response to this request.
- N. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the City upon any debtor contract or that is in default as surety or otherwise upon any obligation to the City, or that has failed to perform faithfully any contract with the City.
- O. No elected official or employee of the City will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- P. The respondent acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The respondent agrees that to the extent any document produced under this agreement constitutes a public record the respondent shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in

connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.

- Q. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFP number clearly marked on the outside. The City will not accept proposals when the entire document is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- R. All material submitted with the proposals will become the property of the City unless otherwise requested at the time of submission.
- S. Specifications are open to public inspection and may be obtained from City Hall, 201 Paradise Path, Mexico Beach, telephone (850) 648-5700, or our website www.mexicobeachgov.com.
- T. 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 Contractor 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 for a period of 36 months from the date of being placed on the convicted vendor list.

II. TERMS OF CONTRACT

- A. The term of this contract is three (3) years with an option for the City to renew for two additional one (2) year terms.
- B. The City may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Contractor may terminate this Agreement at any time by giving ninety (90) days prior written notice to the City. In the event of termination by mutual agreement, the Contractor shall be compensated for services rendered.
- C. All property, finished and unfinished documents, data, studies and reports prepared by the Contractor become the City's property in the event of termination.

- D. Contractor shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the City. Contractor is, and shall at all times remain as to the City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.
- E. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his designee. The City Administrator or his designee may from time to time assign additional or different tasks or services to the Contractor, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Contractor other than those specified or those so assigned in writing by the City Administrator or his designee.
- F. Contractor, in the course of its duties, may have access to confidential data of the City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- G. All reports, documents, or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Contractor.
- H. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with their performance of services pursuant to this Agreement.
- I. Contractor represents that it has, or will secure at its' own expense, all personnel required to perform the services under this Agreement. All services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- J. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but the City

reserves the right, for good cause, to require Contractor to exclude any employee from performing services on the City's premises.

- K. Contractor shall keep itself informed of State, Federal, and local laws, ordinances, codes, and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The City, its officers, and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
- L. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for performance of the services hereunder.

III. ESTIMATED WORKLOAD

- A. Lists of building permits issued and inspections conducted in 2017, by category, are provided as separate documents at the website. The total number of inspections conducted in 2017 was 593. The number of permits issued was 391. The fees collected for permits only in 2017 total \$111,810.26.
- B. There is no guarantee that the actual number of building permits and inspections will fall into the range described, as the numbers depend on a number of factors, including, but not limited to, economic and construction activity.
- C. Listed below are types of permits issued and inspections conducted for the City in 2017.

CDBG Projects
Commercial Remodel
Cross Connection Inspections

Decks
Demolition
Detached Garage/Carport
Dock/Boathouse
Electrical
Gas
HVAC/Water Heaters
Lawn Irrigation
Mobile Homes
Multi-family Remodel/Repair
New Commercial Tenant
New Single Family Residence

Plumbing
Pool
Roofing
Seawall
Security/Burglar Alarm Systems
Signs
Single Family
Remodel/Addition/Repair
Storage/Utility
Windows/Siding

- D. Provide program assistance in relation to the Community Development Block Grant (CDBG). Program assistance includes providing building code technical advice, inspections, and office/site meetings. Inspections may include review of items that normally would not require a building permit, such as inspection of windows, siding, etc.

IV. SCOPE OF SERVICES

- A. The scope of work to be performed by the awarded Contractor may consist of, but not be limited to the following:
1. Provide building code inspectors who conduct inspections of building construction, erection, repair, addition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes as required by law. The inspections shall be for both work performed under City issued permits and for non-permitted work/stop work order situations.
 - a. Firms must be able to provide the following categories of inspection services: building, commercial electrical, mechanical, plumbing, and fire.
 - b. It is the responsibility of the building code inspector to conduct inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendments to the Code. Each building code inspector must be licensed in the appropriate category as defined in Florida Statute 468.603.
 - c. The Contractor shall provide appropriate personnel to perform the inspections and re-inspections within 48 hours from the time an inspection is requested by a permit applicant.

2. Provide plan reviewers who are qualified to determine that plans submitted for purposes of obtaining building and other permits comply with the building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes.
 - a. Categories of plan reviewers include: building, plumbing, mechanical, electrical, and fire.
 - b. It is the responsibility of the plan reviewers to conduct review of construction plans submitted in the permit application to assure compliance with the Florida Building Code and any applicable local technical amendments to the Code. The review of construction plans must be done by the building plans reviewer category as defined in Florida Statute 468.603. The plan reviewers' responsibilities will be performed under the supervision and authority of the building code administrator or building official.
 - c. The plan examiner shall attend any required meetings connected with the plan review or field inspection of the projects.
3. Provide a certified building official who will be responsible for signing off on permits, certificates of occupancy, final inspections, etc. The building official must be fully certified per the Department of Business and Professional Regulations.
4. Provide competent permit technicians to receive and process permit applications in a timely manner.
5. All service providers shall be licensed and certified in accordance with all applicable laws, including but not limited to Florida Statutes 468 and 633.
6. Work effectively and respectfully with City elected officials and staff.
7. Inter-agency coordination as needed.
8. Attend City Council meeting on a quarterly basis to present that quarter's statistics, issues and recommendations. Attend City Council, Planning and Zoning Review Board, and Code Enforcement meetings as needed.
9. Provide an online permitting website than can handle basic needs to include pulling basic permits, obtaining inspection results, checking plan review status, and checking on the status of a permit. The website must be user friendly so anyone can use this to research permit records. This should include a Q & A section, including what will require a permit, what doesn't and explain the need for a development order. Forms to include a list of required attachments.

10. Contractor/Developer submittals shall also be submitted in digital format in addition to paper copies so can be available to the public.
11. Online permitting should be able to schedule inspections through on-line permitting system portal. A permit packet shall include a check list indicating forms attached, reviewed and verification the request meets the Mexico Beach City Code, Land Development Regulations and Comprehensive Plan.
12. Perform all other relevant assignments relating to Building Permitting and Inspection Services, as requested.
13. Maintain records in accordance with local, State, and Federal public records retention requirements.
14. Provide support to CDBG and Code Enforcement.
15. Contractor shall maintain an office within Mexico Beach City Hall, if selected. The office must be open Monday through Friday, with regular hours.
16. Contractor shall provide all vehicles, clothing, inspection equipment, computers, cell phones, safety equipment, and other related materials necessary to perform the services. Inspectors must carry identification clearly showing they are City authorized inspectors. The cost to provide these materials shall be incorporated into the proposed bid amounts.
17. The Contractor's inspectors and plan review staff will be expected to know the City's Comprehensive Plan and Land Development Regulations. Decisions are to be made in accordance with both documents.

V. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

- A. Provide qualified inspector(s) who are multi-disciplined. This requirement will allow the City to benefit from inspectors who can perform inspection services for both plumbing and building components in lieu of multiple inspectors inspecting a single project.
- B. Plumbing and mechanical inspections vary from underground, aboveground, roughs, finals, stack tests, gas tests, gas piping, mechanical boiler, lawn sprinkler, backflow inspections, residential, commercial, temperatures, property maintenance, and other duties as performed by a licensed plumbing inspector.
- C. Building, electrical, and mechanical inspections include but are not limited to residential, commercial, and industrial, and are to include various construction site property maintenance, mechanical, structural, accessibility, low voltage, commercial and residential electric overhead and underground services, above ceiling, roughs, final inspections and other duties as performed by Certified International Code Council inspector.

1. Minimum qualifications:

- a. Three (3) years of construction trade experience.

D. Plan reviews and responses shall be performed and/or supervised by Master Code Professionals, the highest code professional certification level available through the International Code Council.

E. All staff assigned to provide the required services shall have obtained their designated certificates and qualifications prior to the award of contract.

VI. SUBMITTAL REQUIREMENTS

A. Submittals shall be bound and contain tabbed sections. Provide one (1) clearly marked original, five (5) copies, and one electronic copy (CD: PDF format).

B. Provide a letter of interest and introduction. Briefly describe your firm. Include the name, address, email, and phone number of the contact person as well as a summary of your understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.

C. Company Profile

1. The location of staffing and firm resources expected to be made available to serve the City.
2. General capabilities.
3. Number of years in business.
4. Whether the firm is a certified minority business as defined by the Florida Small and Minority Business Assistance Act of 1985.

D. Experience and Specific Capabilities

1. Qualifications, experience, and expertise of your company as a whole.
2. Provide a description of the firm's personnel who will be assigned to the work detailed in the Scope of Services, including each individual's professional qualifications (education, licenses, certifications, etc.), and pertinent experience.
3. Detail the firm's past experience providing services of the type required by the City to other public-sector clients.
4. Demonstrate how the operation will be supervised and what current quality control policies would be in place for the service.

5. Provide a statement of credit or other proof of ability to perform based on financial resources.
 6. Provide any other information the firm feels is relevant in evaluating the firm's qualifications.
- E. Provide a list of at least three (3) municipalities and other government entities for whom you have provided similar services, including the following information:
1. The name of the entity for which the work was performed;
 2. A brief description of the scope of the work; and,
 3. Name of the contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
- F. Proof of insurance and its limits.
- G. Required Forms (forms attached, complete and return with you proposal)
1. Public Entity Crimes Statement
 2. Non-Collusion Affidavit
 3. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
 4. Addendum Acknowledgment
 5. Anti-Collusion Certification
 6. Conflict of Interest Disclosure
 7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 8. Drug Free Workplace Certification
- H. Turnaround time for plan checks.
1. Indicate the turn-around time in terms of working days for a first time check. This turnaround time should be measured from the time a plan is received until it is sent back.
 2. Indicate the turnaround time in terms of working days for a re-check. This turnaround time should be measured from the time a plan is received until it is sent back.
 3. A table similar to the following shall be submitted.

Type of Job	Turnaround Time First Check	Turnaround Time Re-Check
Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days
Non-Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days

I. Fees Structure

The cost for providing these services on behalf of the City will be a percentage of the City fees collected. As part of your proposal, state the percentage of fees that you propose to retain as compensation to your firm. The maximum amount you may propose is 80%. In the event that all firms propose 80%, the most qualified firm will be selected. No other payments will be made to the Contractor for the services provided.

VII. EVALUATION PROCESS

- A. City Staff will review each proposal to determine if it is responsive to the requirements outlined in this solicitation. Only proposals following the requirements of this solicitation will be reviewed. Failure to comply with these requirements may cause the proposal to be declared non-responsive.
- B. Once a firm has been qualified and signed an agreement to provide professional services to the City, it must maintain its availability and keep all licenses and insurance certificates current in order to continue their qualification.
- C. To properly evaluate many service procurements, a proposal may need clarification. Oral presentations may be scheduled to answer questions by staff. If requested, oral presentations will allow respondents to clarify portions of their proposal. This will not be an opportunity to submit new information or modify an already submitted response.
- D. Upon completion of oral presentations, staff may re-rank the proposal remaining in consideration based upon the written documents.
- E. The City Staff will evaluate all proposals and rank them on a scale of one to five, with five being the highest. The following criteria will be used for the ranking.

1. Project Team
 2. Quality of Submittal
 3. References and Previous Work Experience
 4. Cost
- E. Once City Staff completes the evaluation process and makes a recommendation, the City Council will review the results and approve the contractor.

VIII. INSURANCE REQUIREMENTS

A. Proof of insurance will be required at the time of execution of a contract in conformance with the requirements outlined in this document. During the term of the contract, the firm shall maintain in full force and effect, at its own cost and expense, the minimum insurance coverage outlined.

B. Standard Insurance Coverage

1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the City; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractors, vendors, or suppliers shall not relieve Subcontractors, vendors, or suppliers from any insurance obligations.

C. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L, Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the City.

The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. Commercial General Liability Insurance

Written on ISO form CG 20 10 11 85 or CG 20 10 10 01 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Independent Contractor's Liability
- i. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. Professional Liability Insurance

The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Contractor, Subcontractor and its Sub-subcontractors and/or Sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to the City. Minimum limits are:

- Prime Design Professional: \$1,000,000 per occurrence/aggregate;
- Sub-Design Professional: \$1,000,000 per occurrence/aggregate.

Coverage shall include:

- a. Indemnification Endorsement: City of Mexico Beach and any other parties as required by contract as indemnified parties;

- b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;
- c. Delays in project completion and cost guarantees are covered;
- d. Insurance is primary and non-contributory;
- e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";
- f. Separation of insureds;
- g. Retroactive date: Will apply back to the first date of professional services;
- h. No exclusions for construction means, methods, techniques, sequences and procedures; and
- i. General Aggregate must apply per project.

For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with the City. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor and a Sub-Design Professional is also a Sub-subcontractor.

D. Other Insurance Requirements

All insurance to be obtained by Contractor, Subcontractor, Vendor, or Supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause.

E. Certificate of Insurance

Prior to commencing its performance under the contract, Contractor and all Subcontractors, Vendors or Suppliers shall provide the City a Certificate of Insurance evidencing the coverages previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Contractor, Subcontractor, Vendor, or Supplier shall maintain a current Certificate of Insurance with City for this period.

F. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the City, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the City, employees, insurers and underwriters for loss of, or

damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

IX. FORMATION OF CONTRACT

1. Upon selection, the final scope of services may be subject to negotiation to determine as well as contract terms prior to execution by both parties. All terms of this solicitation are incorporated as part of the final contract and in the event of a conflict between these terms and the executed contract, the term more favorable to the City, as determined by the City in its sole discretion, shall apply except any term expressly amended by the parties. The City may request federal or state reimbursement for certain services under this agreement and, therefore, the additional terms provided by Exhibit "B" – Additional Federal and State Mandated Contractual Terms - shall apply to the contract and are not negotiable.
2. Selection does not guarantee award of the contract. In the event the Vendor and the City fail to execute a contract, the City will choose from the remaining proposals or issue another RFP.
3. Award of a contract shall not be final until a written contract has been approved by the City Council and entered into between the parties.

Exhibit B:

Additional Federal and State Mandated Contractual Terms

City of Mexico Beach, FL

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR COMPREHENSIVE DISASTER RECOVERY SERVICES AND FINANCIAL AND GRANT MANAGEMENT SUPPORT

This is an acknowledgement that FEMA financial assistance will be used to fund the contract, as well as any other available funding from the federal government or the State of Florida. The awarded contractor will comply with all applicable state and federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Federal requirements include, but are not limited to the following. In the event that the parties confirm that certain requirements do not apply to certain tasks, the parties will stipulate to that in the contract or task order.

REMEDIES

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Consultant's standard of care.

PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

TERMINATION FOR CONVENIENCE

The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed

to the date of termination.

TERMINATION FOR CAUSE

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by the awarded bidder and City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due City from the awarded bidder is determined.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

CONSULTANT shall with regard to its subcontracts to be let take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce..

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

- (1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The CONSULTANTS and its subcontractors shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT

(1) CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONSULTANT agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONSULTANT agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY EFFICIENCY AND CONSERVATION ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

ACCESS TO RECORDS. THE FOLLOWING ACCESS TO RECORDS REQUIREMENTS APPLY TO THIS AGREEMENT:

(1) The Consultant agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CONFLICTS OF INTERESTS; GIFTS

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

**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 Mexico Beach, Florida, a Municipal Corporation, P.O. Box 13425, 201 Paradise Path, Mexico Beach Florida 32404 by _____
[print individual's name and title]

for _____ whose business
[print name of entity submitting sworn statement]

address is _____

and (if applicable) it's Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____)

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 any 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, non-jury 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:

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

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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

**City of Mexico Beach
November 2018 Building Services RFP**

Sworn to and subscribed before me this ___ day of _____, 20___. Personally known _____ or produced

Identification
[Type of identification]

Notary Public - State of _____

My Commission expires:

Signature of Notary] _____

[Printed, typed or stamped commissioned name of Notary Public]

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

NAME OF FIRM: _____

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 648-5700 or, if not in service, then (404) 660-7408 or mell@mexicobeachgov.com with copy to a.welle@mexicobeachgov.com prior to submitting your Proposal to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary
Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR NAME: _____

By: _____
Printed Name

Signature

Date: _____

Title: _____

Street Address, City, State, Zip

Recipient's Name

Division Contract Number

FEMA Project Number