

**RESPONDENT INSTRUCTIONS** *Some of the instructions below may not apply to all projects. The scope of work/specifications shall control any conflicting provisions.*

### **INTRODUCTION**

The City of Mexico Beach, Florida, requests proposals from qualified contractors with experience in dredging to restore canals and waterways, especially in response to storm related disasters. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. A detailed Scope of Work is provided as Attachment 1 "Scope of Services Scope of Work."

This RFP includes a description of the scope of work, proposal instructions, and shall serve as the basis for the selection of one or more firms for the work which shall be done on behalf of the City. Subcontractors may only be teamed with one prime contractor as multiple contracts may be awarded for the work. The selected contractor will be tasked immediately with dredging restoration work associated with damage from Hurricane Michael, but it is anticipated that the Contractor(s) selected shall enter into an agreement for services with the City for a three (3) year contract term and may be tasked with later similar projects.

The awarded Contractor(s) will not be responsible for the preparation of the Federal Emergency Management Agency (FEMA) Project worksheets and submittals to Florida Department of Emergency Manager (FDEM), FEMA and Federal Highway Administration (FHWA). A city consultant will perform these tasks. The Contractor(s) are responsible to provide full support to the City's consultants and the City for the development of the project worksheets and documentation to support these projects.

**QUALIFICATIONS** Firms shall have previous experience dredging canals and waterways to restore them to pre-storm conditions and be familiar with eligibility criteria outlined by the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), and other applicable local, state, and federal regulations.

### **PROPOSAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for RFP Hurricane Dredging will be received electronically by Adrian Welle, City Clerk, at [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com) or by mail, FedEx or hand delivery to Adrian Welle, City Clerk at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32410 until 4:00 PM (central time), December 3, 2018. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time. Due to current emergency conditions in the City, in the event delivery at City Hall is not possible, please deliver the proposal electronically to [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com). Each Proposal shall be delivered, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Pre-submittal Conference or Submittal opening because of a disability should call the City Clerk by e-mail or at (850) 648-5700 at least five (5) days prior to the Submittal opening.

**SOLICITATION DOCUMENTS** Electronic versions of the solicitation documents may be obtained at <http://www.mexicobeachgov.com> or requested by emailing the City Clerk at [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com).

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the City will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

**POINT OF CONTACT** The City Clerk and City Administrator will be the only points of contact for this RFP. Under no circumstances may a Respondent contact any City Council member or other City employee concerning this RFP until after award. Any such contact may result in disqualification.

**QUESTIONS** Proposers shall submit all questions, in writing, to the City Administrator, Tanya Castro, at [mell@mexicobeachgov.com](mailto:mell@mexicobeachgov.com). All questions shall be submitted no later than 4:00 pm (central time) on, November 28, 2018.

**ADDENDA** If any addenda are issued after the initial specifications are released, the addenda will be posted on <http://www.mexicobeachgov.com> and the City Clerk will make copies of the addenda available via email. It is the responsibility of the proposer prior to submission of any proposal to contact the City Clerk at [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com) to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

**PROPOSAL FORM** To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

#### **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 90 days after the date for opening and all Proposals shall be subject to acceptance by the City during this period.

**BASIS OF AWARD** Contracts will be awarded to the responsive, responsible, qualified Respondent(s) who rank the highest in the evaluation process based on the criteria specified in the evaluation of proposals information enclosed in this Request for Proposals.

**RIGHT TO REJECT** In accordance with City policies, the City reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

**EXECUTION OF AGREEMENT** The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Administrator all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City Clerk before the successful Firm may proceed with the work. The term of the contract shall commence upon execution by the City and continue in effect through December 31, 2021. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

**PROPOSAL BOND**

Failure to furnish security in the proper form and amount, by the time set for receipt of proposals, shall be cause for rejection of the proposal.

The respondent shall furnish security in the form of a proposal bond. The security will be returned:

- (a) To unsuccessful respondents after award or as soon as practicable after the opening of proposals; and
- (b) To the successful respondent upon full and proper execution of contract documents by both parties and receipt by the City of all required bonds and all required insurance related documents, as required by the proposal as accepted.

The amount of the security shall be not less than \$50,000.

If the successful respondent, upon acceptance of its proposal by the City within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within ten (10) days after receipt of the forms by the respondent, the City may terminate the contract for default.

In the event the contract is terminated for default, the respondent is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal bond is available to offset the difference.

Such security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City.

**PERFORMANCE SECURITY (CONTRACT BOND)**

Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred percent (100%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice of the disaster.

Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to City.

City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The Contractor shall obtain and deliver such additional security to the City within ten seventy-two (72) hours after receipt of the written request therefore.

**LICENSES** Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

**REPRESENTATIONS** The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

**PUBLIC ENTITY CRIMES 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, 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 for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**EMPLOYMENT ELIGIBILITY VERIFICATION** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department. By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

**HOLD HARMLESS AND INDEMNIFICATION**

a. The Contractor shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment,

arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**CONTRACT PRICE** Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, travel, food, and lodging, bonds and miscellaneous items.

### **CANCELLATION**

The City may terminate any contract entered into as a result of this RFP at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate any contract entered into as a result of this RFP at any time by giving at least ninety (90) days prior written notice to the City.

**PROTEST** A notice of protest must be submitted within three business days after the City Commission's approval of the recommended award. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information may be obtained from the City Clerk.

### **ACCESS TO RECORDS**

(1) The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor 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 Contractor 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 contract.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The City is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City'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 City.

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the [City Clerk]. The Contractor agrees to make available to the [City Clerk], during normal business hours and in the City, all books of account, reports and records relating to this contract.

**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, Adrian Welle, City Clerk, at 850-648-5700, by email at [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com) or via mail, at P.O. Box 13425, 201 Paradise Path, Mexico Beach, FL 32410.**

### **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2018) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

**PROPOSAL REQUIREMENTS** Each Firm's proposal shall include sufficient information to enable the City to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. **Due to the current state of emergency, electronic versions submitted via e-mail will be accepted by the City Clerk at [a.welle@mexicobeachgov.com](mailto:a.welle@mexicobeachgov.com).** If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to City for a period of ninety (90) days after the opening. Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

**1. Table of Contents (Tab 1)**

- a. Clearly identify all sections referenced below.
- b. Sections should be separately tabbed for ease of reference.

**2. General Information (Tab 2)**

- a. Firm information
  - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
  - ii. Date the firm was established under the name given.
  - iii. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
  - iv. Incorporation by the Secretary of State and any licenses required to perform work.
  - v. Brief history of the firm.
- b. Litigation, disputes, default, & liens Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the proposal.

**3. Approach and Understanding of the Project (Tab 3) – 35 points**

- a. The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris.
- b. The proposal should provide a detailed outline of how work will be accomplished, including the methods, equipment, and disposal sites that contractor intends to use and an anticipated schedule.

**4. Personnel (Tab 4) – 15 points**

- a. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
  - i. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
    - (1) Name and title
    - (2) Job assignment for other projects
    - (3) Percentage of time to be assigned full time to this project
    - (4) How many years with this firm
    - (5) How many years with other firms
    - (6) Experience
      - (a) Types of projects
      - (b) Size of projects
      - (c) What were the specific project involvements?
    - (7) Education

(8) Active registration(s) and certification(s) Provide all required licenses and certificates.

(9) Other experience and qualifications that are relevant to this project.

b. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

c. List of consultants and subcontractors, if any

i. Name any consultants or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.

ii. Provide all required licenses and certificates.

iii. Subcontractor(s) shall only be listed with one firm as multiple contracts may be awarded for work.

### **5. Project History (Tab 5) – 20 points**

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

a. List projects which best illustrate the experience of your firm and current staff which is being assigned to this project. List no more than 5 projects, and no projects which were completed more than 10 years ago

i. Name and location of the project

ii. The nature of the firm's responsibility on the project

iii. Project owner's representative's name, address, and phone number

iv. Date project was completed or is anticipated to be completed

v. Size of project

vi. Cost of project

vii. Work for which the staff was responsible

viii. Present status of this project

ix. Change Order history showing dollar amounts and time extensions.

x. Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

### **6. Pricing (Tab 6) – 30 points**

The Respondent submitting the lowest total estimated project cost will receive the maximum points for the cost element of the evaluation. The other Respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest price. The Price points will be determined in accordance with the following formula:

Lowest Price - A

Proposer's Price - B

Total Possible Points for Price - C

Points Earned by Proposer - D

$$\frac{A}{B} \times C = D$$

## **8. Required Additional Forms (Tab 8)**

- a. Proposal Form
- b. Addendum Acknowledgement
- c. Anti-Collusion Clause
- d. Conflict of Interest
- e. Drug Free Workplace
- f. Waiver of Exemption of Meetings/Presentations
- g. Proposal Bond
- h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- i. Certification Regarding Lobbying
- j. Sworn Statement on Public Entity Crimes

## **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Receipt of proposals - December 3, 2018
- B. Review of proposals on or before December 4, 2018
- C. City Council approval – December 4, 2018

## EVALUATION PROCESS AND CRITERIA

Representatives from the City will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### Evaluation Committee

A. Evaluation Committee may consist of 3 or 5 members or the City Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.

B. The City Administrator shall determine the Evaluation Committee(s) that will best serve the needs of the City.

C. Membership of all Evaluation Committees shall be approved by the City Administrator.

D. The City will provide reasonable notice of all meetings, no less than 24 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the City website.

E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.

G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.

H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the City Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

J. Final Ranking. The Evaluation Committee or the City Council, as appropriate, shall rank the firms. The respondents shall be listed in order of preference. The list of best-qualified firms shall be approved by the City Council, as appropriate, prior to beginning contract negotiations.

The City intends to negotiate a contract with the top ranked firm, but may choose to contract with more than one firm.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between City and respondents (except as expressly set out in this RFP).

City will make the selections primarily on the basis of the response to this RFP and any further information received from respondents, if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of City. City intends to award this project to the respondents considered by the City to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of City.

## **INSURANCE REQUIREMENTS**

### **1. LOSS CONTROL/SAFETY**

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

### **2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the City, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

### **3. INSURANCE - BASIC COVERAGES REQUIRED**

- a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440. Worker's Compensation – Required limits: Coverage A – Coverage will include statutory requirements Coverage B – Employers Liability \$500,000 each Person \$500,000 each Person by Disease \$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$2,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE Marine Commercial General Liability - Occurrence Form Required Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

#### I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the City of Mexico Beach, P.O. Box 13425, 201 Paradise Path, Mexico Beach, Florida 32410. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.

2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.

3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

#### **4. ADDITIONAL INSURANCE**

**The City requires the following additional types of insurance.**

##### **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**PROPOSAL FORM**

This proposal of \_\_\_\_\_,  
("Firm") organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_ (Insert a corporation", "a partnership" or "an  
individual" as applicable), is hereby submitted to the City of Mexico Beach, Florida,  
("City").

In compliance with the Request for Proposals, this Firm proposes to perform all work as  
detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies  
as to its own organization, that this proposal has been arrived at independently, without  
consultation, communication or agreement as to any matter relating to this solicitation  
with any other competitor.

---

Submitted By: \_\_\_\_\_  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: \_\_\_\_\_  
Name of Individual Who Prepared This Bid: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor  
SEAL: *(If bid is by Corporation)*

\_\_\_\_\_  
Date

## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_ DATED  
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 email at [a.welle@mexicobeachgov.com](mailto: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 Councilor(s), 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 city 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: \_\_\_\_\_

## DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees 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 an 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 the following:  
(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to section 286.0113(2), Fla. Stat. (2018), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The City encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

\_\_\_\_\_ Waive all requirements to keep such meetings and negotiations exempt from public meeting laws.

\_\_\_\_\_ Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws.

**INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM**

**PROPOSAL BOND**

BY THIS BOND, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Mexico Beach, Florida, as City, in the sum of \$20,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the City a certain Proposal dated \_\_\_\_\_.

2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the City may accept such Proposal; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on \_\_\_\_\_.

**CORPORATE PRINCIPAL**

\_\_\_\_\_  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Its: \_\_\_\_\_ Seal: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

**SURETY**

\_\_\_\_\_  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Countersigned: \_\_\_\_\_ Seal: \_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact, State of Florida

**PUBLIC CONSTRUCTION BOND (Not required unless firm is selected)**

Bond No. \_\_\_\_\_ (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Mexico Beach, FL, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. DATED ON \_\_\_\_\_, (Name of Principal) By (As Attorney in Fact) (Name of Surety) Disaster Debris Disposal and Removal Services 32 NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND To: (Name and address of claimant) You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice. DATED on \_\_\_\_\_, . Signed: (Contractor or Attorney)

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (PROGRESS PAYMENT) The undersigned, in consideration of the sum of \$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project: (description of project) This waiver does not cover any retention or any labor, services, or materials furnished after the date specified. DATED ON \_\_\_\_\_, . (Claimant) By: WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT) The undersigned, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following de

**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:

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
FEMA Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be  
submitted with each bid or offer exceeding \$100,000)**

The undersigned 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.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**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 Hurricane Dredging 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]**

## **ATTACHMENT 1 SCOPE OF SERVICES SCOPE OF WORK**

The City of Mexico Beach is requesting proposals from qualified and experienced contractors to assist the City with dredging and sediment removal and waterway restoration after a wind driven disaster or emergency situation. The initial task order will be a response effort to correct Hurricane Michael damage, but the City intends to keep contractor on contract for a three (3) year term and may task contractor with later similar projects. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly dredge and remove storm related sand, sediment, and debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Administrator or her designee.

The City has a large canal used for recreational and commercial boats, as well as an associated system of drainage ditches. The selected contractor shall be tasked with dredging the Mexico Beach Canal in order to restore the canal channel to navigable depths that existed prior to Hurricane Michael. Dredging shall be limited to the navigable channel from the mouth of the canal to 25<sup>th</sup> Street and the mouth of the 8<sup>th</sup> Street canal (includes approximately 11,800 linear feet of channel). Canal widths vary from 20 feet up to 110 feet. The total volume of dredged material is unknown, however, under the conditions of the City's current Joint Coastal Permit, dredging is allowed to 8 feet depth with an allowed 2 feet of over dredge for the 658 linear feet at the mouth of the canal. Dredging activity shall be in accordance with the City's current dredging permit Florida Department of Environmental Protection (FDEP) number 029001-JC and the City's United States Army Corps of Engineering permit number SAJ-2001-00140 (SP-DNA). In addition, dredging activity shall comply with the conditions issued in the Emergency Final Order for Hurricane Michael issued by the Florida Department of Environmental Protection, OGC No. 18-1335, dated October 8<sup>th</sup>, 2018. Dredged material shall be temporarily disposed of in a lined pit located in an upland site that prevents return of material to the water ways. The location of the upland temporary disposal site shall be established by the City of Mexico Beach in a location within the City limits or in near proximity to the City limits. The contractor may be tasked with preparing the lined temporary disposal pit and this scope shall be included as a price in the proposal. After dredging is completed, the City will sample and test the dredged material to determine whether the sediment must be moved to an FDEP Class I permitted landfill for permanent disposal.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.

The City seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado or other wind driven severe weather disaster, or emergency.

The City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its work responsibilities for this project.

**Debris Removal Management** activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the dredging and other tasks described by this RFP. Documentation Management and Support activities will be required including, but not limited to:

- Assisting the City in preparation of FEMA and State reports for reimbursement;
- Working closely with City, County and State Emergency Management, FEMA, and other agencies to ensure that sediment collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
- If applicable, providing load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

### **SUBCONTRACTORS**

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm.

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

### **COSTS FOR SCOPE OF WORK**

For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

### **MODIFICATION OF WORK**

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify the City of any estimated change in the completion date;
- Advise the City, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

**RETAINAGE / COMPLETION OF WORK** The City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

### **FINAL PAYMENT**

It is anticipated that for a Category 3 (or less) hurricane that work shall be complete within sixty (60) days of initial Notice to Proceed. More severe storms are anticipated to take longer to complete.

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

**STAFFING REQUIREMENTS – CONTRACTOR** The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (“INA”). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

**MINIMUM LEVEL OF SERVICE**

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a “declared emergency” by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

**PERFORMANCE REMEDY NOTIFICATION** Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

**ACCIDENT PREVENTION**

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, and City regulations while performing under the terms and conditions of this contract. Any fines levied by the

above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

### **GENERAL REQUIREMENTS**

**REPORTING** The Contractor shall submit a report to the City by close of business each day for the term of the contract. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Report Date
3. Location of completed work
4. Location of work for next day
5. Daily and cumulative hours for each piece of equipment and crew
8. Daily and cumulative totals of sediments removed

### **OTHER CONSIDERATIONS**

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. Except the permits referenced herein by permit number, the Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.

There shall be no overnight parking or camping on public property without the approval of the City.

The Contractor is encouraged to employ experienced and qualified local subcontractors.

**OTHER CONTRACTS** Other contracts may be issued for the purpose of dredging or removing disaster related debris within the City. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

## **LOAD TICKETS**

A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

The Contractor shall keep a daily updated log of all loads received, including the total volume of debris in each load. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

## **HAZARDOUS WASTE SPILLS – if applicable**

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

## ATTACHMENT 2

### FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR HURRICANE DREDGING

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable 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.

#### **REMEDIES**

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Contractor'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, the 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, the 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 the 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 the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

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

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) 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;
- (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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **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 by law.

(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 Disaster Debris Disposal and Removal Services 53 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.

### **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) CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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.

## **CHANGES**

Changes that alter the method, price, or schedule of the work without breaching the contract may only be by written amendment, executed with the same formality as the contract.

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

(1) The Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor 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 Contractor 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 Contractor 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 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.

## **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 Disaster Debris Disposal and Removal Services 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.

Attachment 3  
PRICE SCHEDULE

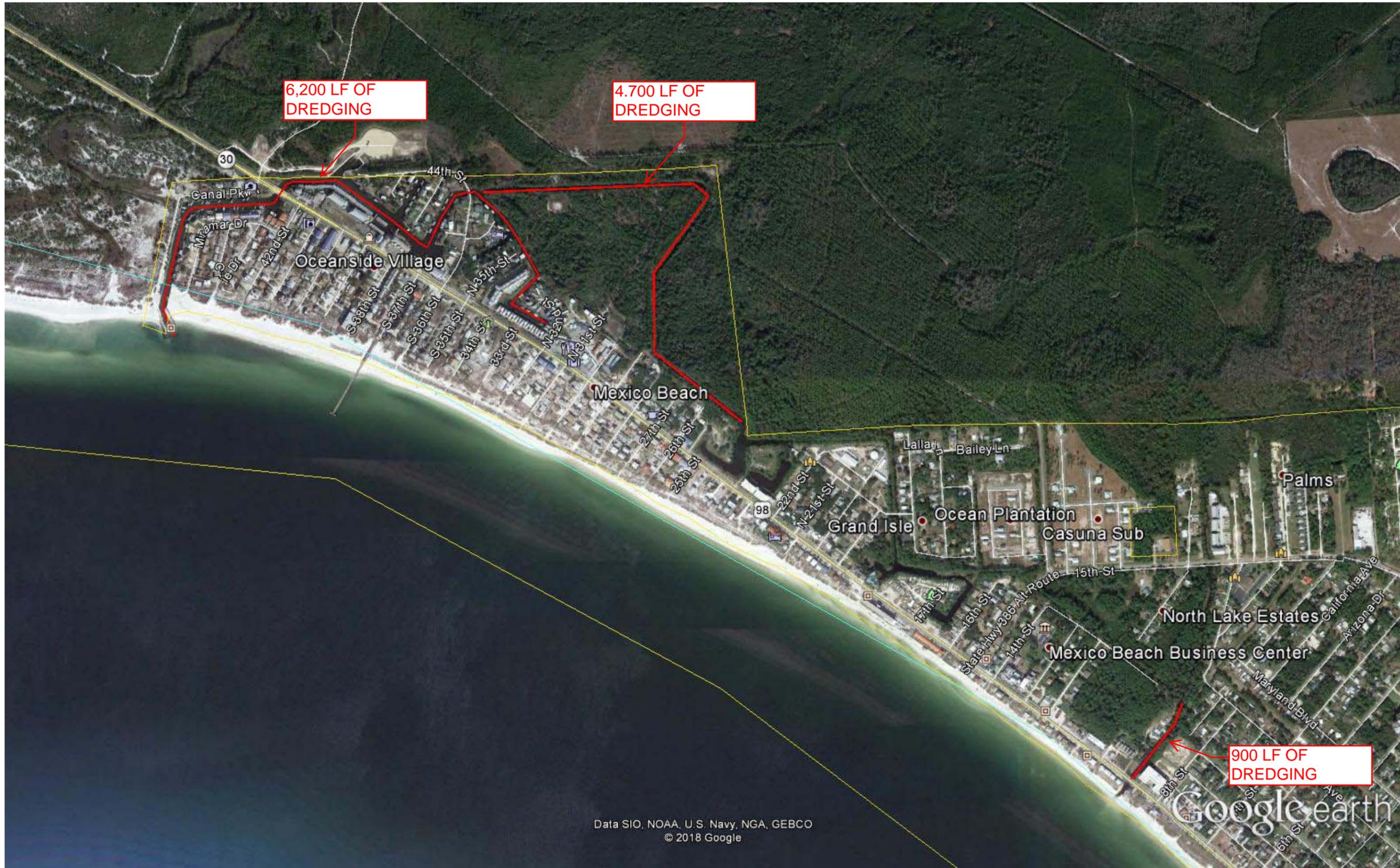
ATTACHMENT 3  
HURRICANE DREDGING SERVICES  
PRICE SCHEDULE

Items will be used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

<b>WATERWAYS DREDGING</b> Work consists of the dredging of sediments and transporting and disposing them in the City's temporary disposal pit	Price per CY
Cubic yard, land based removal	
Cubic yard, aquatic based removal	

<b>PREPARING LINED DISPOSAL PIT</b> Work consists of digging, lining, and otherwise preparing the temporary disposal pit in accordance with applicable legal requirement	Price per CY of capacity

<b>TRANSPORTING MATERIAL TO LANDFILL</b> Work consists of removing material from temporary pit and transporting it to an FDEP Class I permitted landfill for permanent disposal	Price per CY of capacity



6,200 LF OF DREDGING

4,700 LF OF DREDGING

900 LF OF DREDGING