

CITY OF MEXICO BEACH
ITB NO. 2021-07

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 is seeking bids from qualified contractors to provide all necessary labor, supervision, equipment, and supplies for the demolition of two structures located at 515 Maryland Blvd and 203 Louisiana Drive, Mexico Beach, FL. Work shall be performed in accordance with Exhibit 1 Scope of Work. These two properties are at the final stages of code enforcement proceedings and no work will occur unless the code enforcement process has been completed successfully for each respective property.

All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) requirements to maintain a safe working environment.

QUALIFICATIONS

Bidders shall have previous demolition and debris removal experience and have a general contractor's licensure or other licensure that meets the requirements of the Licenses section of this Request for Bids.

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at **9:00 A.M. (Central)** on **July 15, 2021** in the **201 Paradise Path, City Hall**. A Site Visit will be held immediately following the pre-bid meeting. A flashlight may be necessary for those bidders touring the site.

Note: Bidders shall attend the pre-bid meeting. Any bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions.

All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the CITY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

BID DEADLINE/DELIVERY

SEALED BIDS for ITB NO. **2021-07** will be received electronically by Tammy Brunson, City Clerk, at t.brunson@mexicobeachgov.com or by mail, FedEx or hand delivery to Tammy Brunson, City Clerk at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida

32456 until **2:00 P.M. (Central), July 22, 2021**. Bids will be publicly opened immediately following the deadline. It is the sole responsibility of the Bidder to ensure that the Bid is received on time. Each Bid shall be delivered, no later than the deadline.

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

SOLICITATION DOCUMENTS Electronic versions of the solicitation documents are available at <http://www.mexicobeachgov.com> or may be requested by emailing the City Clerk at t.brunson@mexicobeachgov.com.

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

QUESTIONS Proposers shall submit all questions, in writing, to the City Clerk, Tammy Brunson at t.brunson@mexicobeachgov.com. All questions shall be submitted no later than 5:00 pm (central time) on **July 20, 2021**.

ADDENDA If any addenda are issued after the initial specifications are released, the City Clerk will make copies of the addenda available on the City website, <http://www.mexicobeachgov.com>. It is the responsibility of the bidder prior to submission of any proposal to contact the City Clerk at t.brunson@mexicobeachgov.com to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

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

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

BASIS FOR AWARD

The contract will be awarded to the lowest, responsive, responsible bidder who has proposed the lowest qualified lump sum price and is deemed qualified by the City subject to the City's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

WITHDRAWAL OF BIDS

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

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

- a. reject any or all Bids received;
- b. select and award any portion of any or all Bid items;
- c. waive minor informalities and irregularities in the Bidder's submittal.

A Bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A Bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Bids, incomplete Bids, indefinite or ambiguous Bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Bid 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. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the Bids.

EXECUTION OF AGREEMENT The ranking or selection of a contractor(s) shall not create a contractual relationship with the City until all contract documents are formally executed by all parties. Any contract resulting from this ITB is non-exclusive and is not a guarantee that the City will purchase services under that contract.

The successful Bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Clerk all required contract documents. The awarded Bidder 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 Bidder may proceed with the work.

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSES Contractor shall hold a Florida general contractor's license or similar license from the State of Florida that clearly authorizes contractor to perform demolition services, including the work specified in this ITB. 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.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the ITB shall be construed as conclusive evidence that the prospective firms has made such examination.

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 ITB 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 ITB 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 Council'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, 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 City 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 Bids and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their bid 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, Tammy Brunson, City Clerk, at 850-648-5700, by email at t.brunson@mexicobeachgov.com or via mail, at 201 Paradise Path, Mexico Beach, FL 32456.

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. (2011) 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.

SCHEDULE

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

- A. Receipt of Bids – **July 22-2021 @ 2:00 P.M. (Central)**
- B. Review of bids on or before **July 23, 2021**
- C. City Council approval – **July 27, 2021**

ATTACHMENT 1 SCOPE OF SERVICES SCOPE OF WORK

The Contractor shall furnish all labor, equipment, materials and supervision necessary for the demolition of the structures and clean-up of properties. These services shall include the demolition and disposal of the main structure, removal of footings, slabs and asphalt pavement driveways, including the lime rock base, fences, debris and other undesirable objects. The City will go through the process of securing approval for demolition and/or clean-up of the property before contacting the Contractor.

The project consists of demolition, removal and disposal of the uninhabitable/unsafe structures and debris, including proper reclamation and disposal of associated hazardous waste.

The Contractor will manage each job from beginning to end including the permitting, scheduling, labor, monitoring, provision of necessary equipment and progress reporting to the City designee.

The Contractor will notify the City of the presence of any asbestos or other hazardous type of materials found in structures scheduled for demolitions, in compliance with Federal, State and Local laws and Codes. Contractors may need environmental hazard sub-contractors on contract to identify and dispose of any hazardous materials. The Contractor will then contact the City in writing with a quote for the cost of the job, and the time in which the Contractor can respond and complete the job.

The Contractor will provide all necessary equipment to complete the job including, vehicles, and personal protective equipment for proper handling of hazardous materials and will strictly adhere to all precautionary, and safety requirements.

Contractors shall be responsible for the job site at all times during the work.

No work at any designated site shall begin until the Contractor receives a notification to proceed from the City.

All work is to be performed in full accordance with the local, State and Federal Laws.

All work must be properly permitted with the City of Mexico Beach and the State of Florida.

The Contractor shall provide sufficient manpower so as to perform work safely and expeditiously. All equipment used in the services shall comply with and be used in accordance with all pertinent safety regulations and laws.

The Contractor will provide a qualified representative who will be present on the site at all times, and as a fully authorized agent of the Contractor, the representative must be capable of making on-site decisions, reading and understanding the technical aspects of the project.

All work shall be performed between the hours of 8:00 am and 5:00 pm, Monday - Friday. Exceptions to this schedule can only be made with the prior approval through the City.

It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight shall be well marked and identified as to insure public safety. No material or equipment is to be left on site over a weekend, unless arrangements have been made with, and prior approval obtained from, applicable City personnel. Any materials and/or equipment left on site shall be done with the Contractor, fully and totally responsible for its security. Any loss of materials or equipment due to theft, vandalism, etc. shall be the total responsibility of the Contractor.

The City will contact all required utility companies to disconnect their facilities and/or services from the structures to be demolished, as well as secure any required documentation.

The Contractor must take appropriate precautions of underground utilities and public street or drain facilities. Contractor will be responsible for all damages.

The Contractor will obtain any and all permits and licenses that are lawfully required to perform work as detailed herein.

The Contractor may be required to disconnect and cap all sanitary sewer lines connected to street sewer mainlines. Septic tanks may be required to be "stubbed up."

The Contractor will remove all tools and equipment immediately after the completion of the work.

The Contractor shall provide a plan, for any demolition lasting more than four (4) days. The plan will include a contingency plan of action in the event of a storm.

Complete demolition of the structure and clean-up of parcel: Parcels are to be cleared of any debris including but not limited to, concrete, brush, high weeds, grass, lumber, metal, glass, clothing, furniture and appliances.

The property is to be left raked, cleaned and mowed (as applicable).

Parcel cleaning is to include slabs, footers, driveways and walkways along with all construction materials, Lot should be left completely graded level with no voids or holes and shall not trap water. All vegetation should meet City of Mexico Beach minimum standards.

No burying or burning of materials will be allowed.

The Contractor will pump out septic tanks and/or grease traps until empty, remove and dispose of tanks/traps and fill in void with the clean fill (as applicable)

ATTACHMENT 2
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 \$1,000,000 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** 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. **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.

j. 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, 201 Paradise Path, Mexico Beach, Florida 32456. 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.

k. 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.

ATTACHMENT 3
BID FORMS

**BID FORM
ITB NO.**

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, ("City").
In compliance with the ITB, this Firm proposes to perform all work as detailed in this
solicitation.

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

Contractor agrees to perform the entire work as indicated in compliance with the ITB
documents and specifications.

Lump Sum Contract Price for 515 Maryland, Mexico Beach, FL is: \$_____

Lump Sum Contract Price for 203 Louisiana, Mexico Beach, FL is: \$_____

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 t.brunson@mexicobeachgov.com prior to submitting your Bid 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

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

**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 Debris Monitoring 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]