

**CITY OF MEXICO BEACH
WETLAND RESTORATION
REQUEST FOR BIDS 2023-NFWF-WETLAND**

Prepared by:

**CITY ADMINISTRATOR'S OFFICE
201 Paradise Path
MEXICO BEACH, FLORIDA 32456**

February 2, 2023

WETLAND RESTORATION

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**CITY OF MEXICO BEACH
ADVERTISEMENT
REQUEST FOR BIDS 2023-NFWF-WETLAND
WETLAND RESTORATION**

Notice is hereby given that the City of Mexico Beach, Florida is requesting sealed bids from qualified bidders for Wetland Restoration. The bidder shall provide all costs associated with the manufacturing for this equipment (this contract includes purchase of equipment).

All proposals must be in writing and will be received by Tammy Brunson, City Clerk, by mail, FedEx or hand delivery to Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456 until **2:00 PM (central time), March 9th, 2023**. Bids will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFB 2023-NFWF-WETLAND Bid Wetland Restoration." Please provide one (1) original, two (2) copies of the bid. Full specifications may be obtained at <http://www.mexicobeachgov.com/bids/>. Any Addendums issued during the advertisement period shall be posted to the above website no later than 5:00 PM (central time) February 20th, 2023. Quotes shall be firm for ninety (90) days. The award by the City Council is expected to occur March 28th, 2023 at 9:00 AM (central time).

Questions concerning this request should be submitted in writing to, Tammy Brunson, at t.brunson@mexicobeachgov.com no later than **5:00 PM (central time) February 16th, 2023**

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

The City reserves the right to waive informalities in bids and to reject all bids. The City will award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a bidder who is not the lowest bidder if the City determines that another bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

1. Bid Documents

The Bid Documents are available at <http://www.mexicobeachgov.com/bids/> and on file at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32456. They may be examined at the above address or digital copies may be downloaded for no fee. The federal contract requirements provided by Exhibit A to the contract attached to this Request for Bids apply fully to this procurement and the resulting work.

3. 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 and do not add words to the wording of the Bid Form. No conditions, limitations or provisions shall be attached or added to the Bid Form by the bidder. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. Any bid modification must be in writing.

4. Delivery

Each bid shall be addressed to the Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456, and must be received on or before the day and/or hour set for the opening of bids. Bids shall be submitted in duplicate, (1) one marked "Original" and (2) the other, "Copy". Each bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The City will check the bids and notify the selected bidder at the earliest opportunity, not to exceed 60 days from the date of bid opening.

5. Complete Bid Amounts; Examinations of Specifications, Work Sites

Bids shall be compensation in full for the complete work and include all of Contractor's costs for completing the work and include mobilization, all materials, labor insurance, taxes, 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. Any unit pricing provided by Contractor shall solely be for the convenience of the City in the event City wishes to increase or decrease the scope of work after contract award. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination. Bidders shall direct any questions via e-mail to Tammy Brunson, t.brunson@mexicobeachgov.com by the date as described in the Advertisement.

6. Withdrawal of Bids

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 60 days after the date for opening and all bids shall be subject to acceptance by the City during this period.

7. Basis of Award

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder. 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. limit quantities under bid items; and
- d. waive minor informalities and irregularities in the bids and bidding.

Bids will be compared according to the following parameters:

Qualifications/Responsible Bidder	30 points
<u>Cost (lowest cost = highest points)</u>	<u>70 points</u>
Total Points	100 points

8. Execution of Agreement

The successful bidder shall, within 10 days after receipt of the Notice of Award shall sign and deliver to the City the required contract included as part of this Request for Bids. The applicable terms of such contract apply to this Request for Builds as if set forth fully herein. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the City before the successful bidder may proceed with the work.

9. Point of Contact

Tammy Brunson, t.brunson@mexicobeachgov.com, will be the only point of contact for this bid. **Under no circumstances may a bidder contact any City Council member or other City employee concerning this bid until after award.** Any such contact may result in bid disqualification. The last day for questions will be the date described in the Advertisement for RFB.

10. Representations

This Request for Bids contain the provisions required for the project. Information obtained from an office, Director, or employee of the City for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

11. Performance and Payment Bond

In the event that the Contract resulting from this Request for Bids exceeds \$150,000 Contractor shall be required to purchase and provide payment and performance bonds according to the standard template provided by Chapter 255 of the Florida Statutes. The cost of any such bonds will be borne by the Contractor.

12. Bid Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City of Mexico Beach website or during a public meeting of the City Council. The protest must be in writing, via e-mail, letter, or fax 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 City of Mexico Beach.

Each proposal **shall** include, but need not be limited to, the following information.

One original and one copy of:

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
8. Sales Tax Purchasing Agreement
9. Bid Form
10. Statement of Qualifications

City of Mexico Beach Wetland Restoration

SCOPE OF WORK

- This project involves removal of non-native vegetation, restoration of native vegetation, and the restoration of 45 acres of wetlands to address flood control, water quality, and habitat restoration. This project will include some grading to establish swales and sedimentation areas. Design of the project has already been completed and permitting will be carried out by the City's on-call consultant, so these services are not to be included within the contractor's bid for this project. This project will only include the costs associated with the construction and restoration of wetlands within part of the parcel outlined in red on the map provided in the Bid Documents. Restoration should be performed according to the design specifications provided in the Bid Documents.
- NOTE: The detention stormwater pond that is included within the drawings that are part of the Bid Documents is not part of this bid. This work will be completed as part of a separate bid process and project that will be carried out at a later date.

Please note that the City of Beach is a tax exempt entity. The selected Bidder will be expected to adhere to the City's tax exempt status regarding purchases for materials above the threshold established in Appendix 8, Sales Tax Purchasing Agreement.

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 unauthorized possession, use or threat of use of weapons or firearms is not permitted on City property, including Contractor's vehicles.

2. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor shall be solely responsible for all of its property, including but not limited to any materials, labor, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor expressly waives any claim against City arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the City or anyone for whom the City is responsible.

The Contractor's deductibles/self-insured retention's shall be disclosed to City and are subject to City's approval. They may be reduced or eliminated at the option of City. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss

shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by City.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of City shall be considered excess.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

The Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Professional Liability, Premises and Operations, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Occurrence, and Aggregate Limit
	\$1,000,000	

The Contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall

be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$500,000 Combined Single Limit Each Accident
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ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Review the City's website or call 850-648-5700 or email 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 of Mexico Beach, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a 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
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order 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 Bid 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 Bid, 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 that this firm complies fully with the above requirements.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SWORN STATEMENT UNDER 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 And Submitted With The Bid

1. This sworn statement is submitted to _____
by _____
For _____

Whose business address is _____

and (if applicable) its Federal Employer 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 Section 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 of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an 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.

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.

3. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
 - (b.) 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 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 agreement 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 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.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. 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 Office 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 vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR 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.

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
(for bids of \$100,00 or more)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

CONTRACTOR NAME: _____

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the **CITY OF MEXICO BEACH, FLORIDA**, a municipal corporation (City) and _____(Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide all materials and labor required to deliver the Scope of Work published as part of the Request for Bids. The Request for Bids is incorporated herein as a part of this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid Form and Request for Bids.

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of one year.

5. TERMINATION OF CONTRACT

As provided by Exhibit A, Federal Contract Requirements.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Mexico Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, in addition to any manufacturer's warranty, for one year after completion of the work, Contractor will immediately repair or replace defective equipment, materials, supplies found by the City.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the insurance policies required by the Request for Bids. All such insurance shall name the City, its officers, employees and agents as additional insured.
- b. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- c. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to t.brunson@mexicobeachgov.com or the following address: City of Mexico Beach, Attn: City Clerk, P.O. Box 13425 201 Paradise Path Mexico Beach, Florida 32456.
- d. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- e. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

The original scope of work under this contract must be completed by Contractor within 60 days of the date of this Contract. Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:

Douglas Baber, City Administrator

d.baber@mexicobeachgov.com

201 Paradise Path

Mexico Beach, Florida 32456

(850) 648-5700

b. As to Contractor: _____

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone: _____ Cell: _____

18. ENTIRE AGREEMENT

The Request for Bids, this Agreement, Exhibit A Federal Contract Requirements, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

CONTRACTOR NAME

By: _____

Print Name: _____

Title: _____

ATTEST:

Tammy Brunson, City Clerk

**THE CITY OF MEXICO
BEACH, FLORIDA,**
a municipal corporation

By: _____
William A. Cathey, Mayor

EXHIBIT A

FEDERAL CONTRACT REQUIREMENTS

**FEDERAL CONTRACT REQUIREMENTS
2 C.F.R §200.317-326
FOR CONSTRUCTION CONTRACTS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The 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.

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 prime contractor, if subcontracts will be let, 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.

Compliance with the Contract Work Hours and Safety Standards Act (if the contract exceeds \$100,000)

(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.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT (if the contract exceeds \$150,000)

- (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 (if the contract exceeds \$150,000)

- (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.

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.

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.

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.

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>.

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.