



201 Paradise Path (32456) • Phone 850-648-5700 • www.mexicobeachfl.gov

REQUEST FOR PROPOSALS BUILDING PERMITTING AND INSPECTION SERVICES

The City of Mexico Beach will accept sealed proposals from qualified firms interested in providing Building Permitting and Inspection Services and other related services until 1:00 p.m., CST, on Friday, October 6, 2023. The successful firm shall be expected to expeditiously perform the necessary tasks included in the specifications and must have the capacity to handle multiple projects concurrently. The successful firm will provide services on an as needed basis throughout the term of this contract. The term for this contract will be for three (3) years with an option to renew for an additional two (2), one (1) terms. Specifications may be obtained at www.mexicobeachfl.gov, [Public Notices | Bay County Public Notices \(publicnoticesbaycountyfl.gov\)](#), Mexico Beach City Hall, 201 Paradise Path, telephone (850) 648-5700.

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

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

CITY OF MEXICO BEACH
TAMMY BRUNSON
CITY CLERK

I. GENERAL CONDITIONS

- A. The City of Mexico Beach seeks proposals from qualified firms to provide Building Permitting and Inspection Services and related professional services. The successful firm shall be expected to expeditiously perform the necessary tasks included in this document and must have the capacity to handle multiple projects concurrently. The successful firm will provide services on an as needed basis throughout the term of this agreement.
- B. Proposals may be submitted in person at the Mexico Beach City Hall, 201 Paradise Path, Florida 32456 or via U. S. mail or courier service. Sealed packages must be plainly marked, "**RFP - BUILDING PERMITTING AND INSPECTION SERVICES**" along with the firm's name and address. The City Clerk must receive all responses before 1:00 p.m., CST, on Friday, October 6, 2023. Proposals received after the stated time will be refused. It is the sole responsibility of the respondent to ensure the proposal is received on time. The clock in City Hall will determine the closing time. Submittals received after this time will be automatically rejected.
- C. Submit one (1) clearly marked, manually signed original proposal, five (5) complete copies, and one (1) electronic copy (PDF format).
- D. The City of Mexico Beach (herein referred to as the "City") reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed to be in the best interest of the City.
- E. Direct all questions or inquiries regarding the meaning or interpretation of this request to Chris Hubbard, in writing, at c.hubbard@mexicobeachfl.gov. The deadline to submit questions is Friday, September 19, 2023, at 12:00 p.m., CST. All written inquiries and responses will be submitted as addenda and posted on the City's website and on [Public Notices | Bay County Public Notices \(publicnoticesbaycountyfl.gov\)](https://www.baycountyfl.gov/public-notices). It is the sole responsibility of the bidder to determine if any addenda have been issued.
- F. From the date of release of this solicitation until award of the contract, no contact with City personnel or elected officials related to this solicitation is permitted. Direct all communications to the city representative listed above. Any such contact may result in the disqualification of the respondent's submittal.
- G. All changes, modifications, or interpretations shall be handled by the City Administrator. In no case will verbal communication between the City and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Proposals (RFP).
- H. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged

misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

- I. Responses will be evaluated on experience, references, staffing capacity, services, fee structure, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and any other relevant factors as determined to be in the best interest of the City.
- J. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFP opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- K. Neither the City nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements.
- L. This solicitation is subject to all legal requirements contained in the applicable Mexico Beach City Ordinances and Resolutions, as well as all applicable State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- M. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice.
- N. The City reserves the right to:
 - 1. Request clarification and additional information from any respondent during the evaluation process.
 - 2. Negotiate with the selected bidders to include further services not identified in this RFP.
 - 3. Refuse to review statements if at least three (3) are not submitted.
 - 4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 5. Issue subsequent RFPs based on refinement of concepts proposed in response to this request.
- O. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the City upon any debtor contract or that is in default

as surety or otherwise upon any obligation to the City, or that has failed to perform faithfully any contract with the City.

- P. No elected official or employee of the City will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- Q. The respondent acknowledges that the City is a Florida municipal corporation and subject to the Florida Public Records Law. The respondent agrees that to the extent any document produced under this agreement constitutes a public record the respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.
- R. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFP number clearly marked on the outside. The City will not accept proposals when the entire document is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- S. All material submitted with the proposals will become the property of the City unless otherwise requested at the time of submission.
- T. Specifications are open to public inspection and may be obtained from the City Clerk, 201 Paradise Path, Mexico Beach, Florida, telephone (850) 648-5700, or our website www.mexicobeachfl.gov or at [Public Notices | Bay County Public Notices \(publicnoticesbaycountyfl.gov\)](#) .
- U. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. TERMS OF CONTRACT

- A. The term of this contract is three (3) years with an option to renew for an additional two (2), one (1) year terms.

- B. The City may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Contractor may terminate this Agreement at any time by giving ninety (90) days prior written notice to the City. In the event of termination by mutual agreement, the Contractor shall be compensated for services rendered.
- C. All property, finished and unfinished documents, data, studies and reports prepared by the Contractor become the City's property in the event of termination.
- D. Contractor shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the City. Contractor is, and shall at all times remain as to the City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.
- E. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or his designee. The City Administrator or his designee may from time to time assign additional or different tasks or services to the Contractor, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Contractor other than those specified or those so assigned in writing by the City Administrator or his designee.
- F. Contractor, in the course of its duties, may have access to confidential data of the City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- G. All reports, documents, or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Contractor.
- H. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having

any interest which would conflict in any manner with their performance of services pursuant to this Agreement.

- I. Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Contractor. Contractor's covenant under this section shall survive the termination of this Agreement.
- J. Contractor represents that it has, or will secure at its' own expense, all personnel required to perform the services under this Agreement. All services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- K. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but the City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on the City's premises.
- L. Contractor shall keep itself informed of State, Federal, and local laws, ordinances, codes, and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The City, its officers, and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
- M. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for performance of the services hereunder.

III. ESTIMATED WORKLOAD

- A. Lists of building permits issued and inspections conducted in 2023, are provided as separate documents at the website. The total number of inspections conducted in 2023 was 2,537. The number of permits issued was 752. The fees collected for permits only in 2023 total \$600,249.56.
- B. There is no guarantee that the actual number of building permits and inspections will fall into the range described, as the numbers depend on a number of factors, including, but not limited to, economic and construction activity.
- C. Listed below are types of permits issued and inspections conducted for the City in 2023.

Annual Fire Inspection
 Commercial Remodel
 Decks
 Demolition
 Detached Garage
 Dock/Boathouse
 Electrical
 Fire Suppression
 Gas
 HVAC/Water Heaters
 Institutional Remodel/Repair
 Lawn Irrigation
 Mobile Homes

CDBG Projects
 Multi-family Remodel/Repair
 New Commercial Tenant
 New Single Family Residence
 Plumbing
 Roofing
 Seawall
 Security/Burglar Alarm Systems
 Signs
 Single Family
 Remodel/Addition/Repair
 Storage/Utility

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

IV. SCOPE OF SERVICES

- A. The scope of work to be performed by the awarded Contractor may consist of, but not be limited to the following:
1. Provide building code inspectors who conduct inspections of building construction, erection, repair, addition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes as required by law. The inspections shall be for both work performed under City issued permits and for non-permitted work/stop work order situations.
 - a. Firms must be able to provide the following categories of inspection services: building, commercial electrical, mechanical, plumbing, and fire.
 - b. It is the responsibility of the building code inspector to conduct inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendments to the Code. Each building code inspector must be licensed in the appropriate category as defined in Florida Statute 468.603. The building code inspector's responsibilities will be performed under the direction of the building code administrator or building official.
 - c. The Contractor shall provide appropriate personnel to perform the inspections and re-inspections within 24 hours from the time an inspection is requested by a permit applicant.

2. Provide plan reviewers who are qualified to determine that plans submitted for purposes of obtaining building and other permits comply with the building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes.
 - a. Categories of plan reviewers include: building, plumbing, mechanical, electrical, and fire.
 - b. It is the responsibility of the plan reviewers to conduct review of construction plans submitted in the permit application to assure compliance with the Florida Building Code and any applicable local technical amendments to the Code. The review of construction plans must be done by the building plans reviewer category as defined in Florida Statute 468.603. The plan reviewers' responsibilities will be performed under the supervision and authority of the building code administrator or building official.
 - c. The plan examiner shall attend any required meetings connected with the plan review or field inspection of the projects.
3. Provide a certified building official who will be responsible for signing off on permits, certificates of occupancy, final inspections, etc. The building official must be fully certified per the Department of Business and Professional Regulations.
4. Provide competent permit technicians to receive and process permit applications in a timely manner.
5. All service providers shall be licensed and certified in accordance with all applicable laws, including but not limited to Florida Statutes 468 and 633.
6. Work effectively and respectfully with City directors and staff.
7. Inter-agency coordination as needed.
8. Attend City Council, Planning & Zoning Board, and Code Enforcement / meetings as needed.
9. Perform all other relevant assignments relating to Building Permitting and Inspection Services, as requested.
10. Maintain records in accordance with local, State, and Federal public records retention requirements.

11. Provide support to CDBG and Code Enforcement.
Contractor shall maintain an office within the city limits of Mexico Beach. The office must be easily accessible with adequate parking. The office will be open Monday through Friday, with regular hours.
12. Contractor shall provide all vehicles, clothing, inspection equipment, computers, cell phones, safety equipment, and other related materials necessary to perform the services. Inspectors must carry identification clearly showing they are City authorized inspectors. The cost to provide these materials shall be incorporated into the proposed bid amounts.
13. The Contractor's inspectors and plan review staff will be expected to attend training on various City Policies including, but not limited to, procedure, code requirements, and tree protection. Such training will be provided by or through the city, at its cost.

V. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

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

1. Minimum qualifications:

- a. ICC Certified Building Official (CBO)
- b. ICC Residential Building Inspector

- c. ICC Commercial Building Inspector
 - d. ICC Commercial Electrical Inspector or equivalent license.
 - e. ICC Residential Electrical Inspector or equivalent license.
 - f. ICC Commercial Mechanical Inspector
 - g. Three (3) years of construction trade experience.
- D. Plan reviews and responses shall be performed and/or supervised by Master Code Professionals, the highest code professional certification level available through the International Code Council.
- E. All staff assigned to provide the required services shall have obtained their designated certificates and qualifications prior to the award of contract.

VI. SUBMITTAL REQUIREMENTS

- A. Submittals shall be bound and contain tabbed sections. Provide one (1) clearly marked original, five (5) copies, and one electronic copy (PDF format).
- B. Provide a letter of interest and introduction. Briefly describe your firm. Include the name, address, email, and phone number of the contact person as well as a summary of your understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.
- C. Company Profile
- 1. The location of staffing and firm resources expected to be made available to serve the City.
 - 2. General capabilities.
 - 3. Number of years in business.
 - 4. Whether the firm is a certified minority business as defined by the Florida Small and Minority Business Assistance Act of 1985.
- D. Experience and Specific Capabilities
- 1. Qualifications, experience, and expertise of your company as a whole.
 - 2. Provide a description of the firm's personnel who will be assigned to the work detailed in the Scope of Services, including each individual's professional qualifications (education, licenses, certifications, etc.), and pertinent experience.

3. Detail the firm's past experience providing services of the type required by the City to other public-sector clients.
 4. Demonstrate how the operation will be supervised and what current quality control policies would be in place for the service.
 5. Identify the firm's proximity to City Hall, the firm's ability to report to City Hall, and the ability for customers to meet at the office of the firm.
 6. Provide a statement of credit or other proof of ability to perform based on financial resources.
 7. Provide any other information the firm feels is relevant in evaluating the firm's qualifications.
- E. Provide a list of at least three (3) municipalities and other government entities for whom you have provided similar services, including the following information:
1. The name of the entity for which the work was performed.
 2. A brief description of the scope of the work; and,
 3. Name of the contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
- F. Proof of insurance and its limits.
- G. Required Forms
1. Addendum Acknowledgement
 2. Public Entity Crimes Statement
 3. Anti-Collusion Affidavit
 4. Conflict of Interest Disclosure
 5. Drug Free Workplace
 6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 7. Certification Regarding Lobbying
 8. E-Verify
- H. Turnaround time for plan checks.
1. Indicate the turn-around time in terms of working days for a first time check. This turnaround time should be measured from the time a plan is received until it is sent back.
 2. Indicate the turnaround time in terms of working days for a re-check. This turnaround time should be measured from the time a plan is received until it is sent back.
 3. A table similar to the following shall be submitted.

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

I. Fees Structure

1. The cost for providing these services on behalf of the City will be 100% of the fees collected as set forth in the proposal. No other payments will be made to the Contractor for the services provided.

2. Fee Schedules

- a. Indicate the rates for specific services. A table similar to the following shall be submitted.

Services	Normal Working Hours	After Hours
Plumbing Inspection	\$	\$
Electrical Inspection	\$	\$
Building Inspection	\$	\$
Mechanical Inspection	\$	\$
CDBG Consultations and Inspections	\$	\$
Adjudication, Court, Inquiries, Consultations	\$	\$
Other Miscellaneous Costs	\$	\$

- b. Indicate proposed fee schedule for residential Plan Review Services. A table similar to the following shall be submitted.

Standard Plan Reviews		
Plan Review	Initial	Other Reviews

Single family home, unlimited square footage.	\$	\$
Single family home addition, 2nd floor addition, sun room, or other similar addition 300 square feet to 1,000 square feet.	\$	\$

Expedited Plan Reviews		
Plan Review	Initial	Other Reviews
Single family home, unlimited square footage.	\$	\$
Single family home addition, 2nd floor addition, sun room, or other similar addition 300 square feet to 1,000 square feet.	\$	\$

- c. Indicate proposed base fees for commercial, multifamily, and industrial Standard Plan Review Services. A table similar to the following shall be submitted.

Commercial, Multifamily, and Industrial Standard Plan Review			
Gross Floor Area	Base Building and up to three disciplines	Base Building and up to four disciplines	Each additional plumbing fixture or waste opening
Up to 2,500 square feet	\$	\$	\$
2,501 to 4,000 square feet	\$	\$	\$
4,001 to 6,000 square feet	\$	\$	\$
6,001 to 8,000 square feet	\$	\$	\$
8,001 to 10,000 square feet	\$	\$	\$
Over 10,001 square feet	\$	\$	\$

- d. Indicate proposed base fees for commercial, multifamily, and industrial Expedited Plan Review Services. A table similar to the following shall be submitted.

Commercial, Multifamily, and Industrial Expedited Plan Review			
Gross Floor Area	Base Building and up to three disciplines	Base Building and up to four disciplines	Each additional plumbing fixture or waste opening
Up to 2,500 square feet	\$	\$	\$
2,501 to 4,000 square feet	\$	\$	\$
4,001 to 6,000 square feet	\$	\$	\$
6,001 to 8,000 square feet	\$	\$	\$

8,001 to 10,000 square feet	\$	\$	\$
Over 10,001 square feet	\$	\$	\$

VII. EVALUATION PROCESS

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

VIII. INSURANCE REQUIREMENTS

- A. Proof of insurance will be required at the time of execution of a contract in conformance with the requirements outlined in this document. During the term of the contract, the firm shall maintain in full force and effect, at its own cost and expense, the minimum insurance coverage outlined. A separate document is available at the City's website to assist with providing verification of insurance.

B. Standard Insurance Coverage

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

C. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

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

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

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

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

2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or CG2010 10/01 or equivalent. The minimum limits of coverage shall be as follows:

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

- i. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

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

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

4. Professional Liability Insurance

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

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

Coverage shall include:

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

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

Contractor/Subcontractor and a Sub-Design Professional is also a Subcontractor.

5. Leased Employee Liability

Only for Contractors, Subcontractors, vendors, or suppliers who have "Leased Employees" through a Professional Employer Organization (PEO), rather than a separate, stand-alone workers compensation policy in your company name.

Contractual tie — PEO must give the Contractor, Subcontractor, Vendor, or Supplier an "alternate employer endorsement" and it must state that on the certificate of insurance.

Lower tier subcontractors and suppliers must have an additional workers compensation policy, issued in the name of our subcontractor as the "named insured". It must state on the certificate, "minimum premium policy". This policy is issued on an "if any" basis, meaning it covers any uninsured persons working on behalf of, or at the direction of our subcontractor.

You must have waiver of subrogation for each of the workers compensation policies.

Insurance and documentation from PEO:

- Certificate of insurance
- Alternate employer endorsement for our subcontractor clearly stated
- Workers Compensation, statutory box checked
- Employers Liability limits: minimum of \$500,000/\$500,000/\$500,000
- Waiver of subrogation in favor of the City

D. Other Insurance Requirements

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

E. Certificate of Insurance

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

F. Waiver of Subrogation

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

IX. FORMATION OF CONTRACT

1. Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties.
2. Selection does not guarantee award of the contract. In the event the Vendor and the City fail to execute a contract, the City will choose from the remaining proposals or issue another RFP.
3. Award of a contract shall not be final until a written contract has been approved by the City Commission and entered into between the parties.

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@mexicobeachfl.gov prior to submitting your bid to ensure that you have received addendums.

**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]

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:	<hr/>
Authorized Signature:	<hr/>
Printed Name:	<hr/>
Title:	<hr/>
Date:	<hr/>

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: _____



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative



**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 _____

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: _____