

CITY OF LAYTON, FLORIDA

REQUEST FOR PROPOSALS

RFP NO. 24-001: BUILDING DIVISION SERVICES

The City of Layton, Florida (hereinafter the “City”), is seeking proposals for the purpose of securing a qualified firm to provide and perform all aspects and duties of the Building Division, as needed, as defined in Chapter 468 of the Florida Statutes, and Section 104 of the Florida Building Code.

Responses to this solicitation will be accepted by the City until:

Wednesday, October 23, 2024 at 10:00 A.M. EST

Proposal packages are to be submitted by mail, hand delivery, or express mail addressed and delivered to the City Clerk at the address provided below in a sealed envelope with the respondent’s name and return address. Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. The outside of the envelope/box used for the sealed proposals should be marked as follows:

“DO NOT OPEN”

**“RFP NO. 24-001: BUILDING DIVISION SERVICES”
Firm’s Name and Address**

Responses should be mailed to:

ATTN: MIMI YOUNG, CITY CLERK
CITY OF LAYTON, FLORIDA
PO BOX 778
LONG KEY, FLORIDA 33001

Responses should be delivered in person to:

ATTN: MIMI YOUNG, CITY CLERK
CITY OF LAYTON, FLORIDA
68280 OVERSEAS HIGHWAY
LONG KEY, FLORIDA 33001
Tel: (305) 664-4667

Responses are due no later than the time and date specified in the RFP. Any proposals received after that time and date will not be opened. No responses may be withdrawn or modified after the due date and time. Any individual requiring special assistance must notify myoung@cityoflayton.com in writing 48 hours in advance so that arrangements can be made. Proposals by electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted. The City reserves the right to reject any and all proposals if it is deemed to be in the best interest of the City.

Any and all questions concerning this Request for Proposals should be in writing and emailed to Mimi Young at myoung@cityoflayton.com by October 18, 2024 by 3:00 PM E.S.T.

Complete RFP documents and addendum can be downloaded from the City website at <https://www.cityoflayton.com>. Respondents are responsible to check for addendums prior to submittal.

A non-mandatory pre-proposal meeting will be held in the Council Chambers at 68280 Overseas Highway, Long Key, Florida on October 16, 2024 at 10:00 A.M. Meeting attendance is only in-person.

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and any requirements set forth by the Florida Building Code.

Compliance with these provisions is required before the Contractor can enter into an agreement with the City.

All insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the services contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform the size and type of services specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information, clarification or to ask questions concerning the proposed services, please contact Mimi Young, City Clerk, by email only at myoung@cityoflayton.com. To ensure integrity of this competitive bid process, all questions must be submitted in writing to the City Clerk. Bidders shall not contact any other City Staff or Elected Officials related to this bid.

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing via email. Any written inquiries must be received by CITY by October 18, 2024 at 3:00 PM EST. Questions will be answered in writing by the CITY and made available to all registered RFP holders through the City website.

Questions should be sent to:

MIMI YOUNG, CITY CLERK
Email: myoung@cityoflayton.com

ANTICIPATED SCHEDULE OF EVENTS*

The tentative schedule of events, relative to this solicitation shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	October 10, 2024
Non-Mandatory Pre-Bid Meeting	October 16, 2024 at 10:00 AM E.S.T.
Last day for questions/clarification	October 18, 2024 by 3:00 PM E.S.T.
Last day for addendum to be posted	October 21, 2024 by 5:00 PM E.S.T.
Submission deadline	October 23, 2024 at 10:00 AM E.S.T.
Bid Opening	October 23, 2024 at 10:30 AM E.S.T.
Evaluation Committee Meets	October 23, 2024 at 10:30 AM E.S.T. (or immediately after the Bid Opening)
Recommendation for Award	First available City Council meeting (Tentatively October 28, 2024)

Note: All dates and times above are subject to change at the City discretion.

Please note that the City of Layton, Florida, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all responses received pursuant to this RFP 24-001, re-advertise RFP 24-001, waive informalities, and the City of Layton, Florida may enter into a contract determined, in the sole discretion of the City of Layton, Florida, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

*Schedule may be subject to change based on operations. Any change will be updated on the City's website.

RFP NO. 24-001: BUILDING DIVISION SERVICES

1. **PURPOSE**

The City of Layton is seeking proposals for the purpose of securing a qualified firm to provide and perform all aspects and duties of the City's Building Division, as needed, as defined in Chapter 468 of the Florida Statutes, and Section 104 of the Florida Building Code.

The City intends to award the contract to a single firm.

It is the City's intent and the purpose of these specifications to secure a qualified firm(s) to provide and perform the duties of Building Official, Assistant Building Official, Plan Examiners, Inspectors, and Engineers as defined in Section 104 and 117, respectively, of the Florida Building Code, relative to building services and perform other Florida Building Code duties in the name of the City as may be required.

It is the City's intent and purpose of this RFP to secure qualified firms(s) to provide and perform the duties below relative to building, building roofing, plumbing, plumbing gas, electric, mechanical, and HVAC:

1. Plan review services, on-site and remote
2. Inspection services
3. Permitting services
4. Administrative services, if needed and requested by the City
5. Emergency/Disaster response services

Respondents to the RFP are hereinafter referred to as Contractor.

The successful Proposer's individual(s) assigned to work for the City by the Contractor shall be subject to the approval of the City. All personnel provided must be standard licensed building inspectors and/or plans examiners as per Florida State Statute 468 through the State of Florida Department of Business and Professional Regulation. A copy of each individual's license must be provided when requested.

- 1.1 The City of Layton will select a qualified firm to provide services required of a Building Division. This Request for Proposals (RFP) seeks responses from firms with strong professional qualifications in providing building services, including Building Official for the City, building code inspections and plans review services for various trades and disciplines. The successful firm(s) shall be expected to expeditiously perform the necessary tasks included in this document and must have the capacity to handle multiple assignments concurrently. The successful firm(s) will provide services on an as needed basis throughout the term of the agreement. This contract is anticipated to start immediately following Council approval and will be valid for one year with additional one-year renewals upon mutual agreement of the City Council and the vendor. Either party may terminate this agreement by providing sixty (60) days written notice. It is the responsibility of the building inspector, under the direct supervision of the Building Official, 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. The Building Official shall have all appropriate State license and certification required to act in the capacity as the City's Building Official. Each building 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 Official.
- 1.2 The scope of work to be performed by the awarded firm may consist of, but not be limited to the following:

1.2.1 Building Official

- Provide Building Official services by a Certified Building Official in compliance with the Florida Building Code who will be responsible for signing off on permits, certificates of occupancies, and other related matters. The Building Official must be fully certified by the Department of Business & Professional Regulations. All service providers shall be licensed and certified in accordance with all applicable laws. Including but not limited to Florida Statutes 468 and 633.
- Provide supervision to all Building Code Inspectors, Plans Examiners, and Engineers provided by the vendor.
- Identify violations of the Florida Building Code and other applicable rules and regulations and enforce correction of defects. Create records and make reports of said violations in collaboration with the City Clerk for records maintenance and retention in accordance with Florida law.
- Upon completion of construction, provide final inspections to verify full compliance with codes and approved plans to achieve Certificate of Occupancy or Certificate of Completion.

1.2.2. Building Code Inspectors

- Provide Building Code Inspectors in compliance with the Florida Building Code and Certified by the Department of Business & Professional Regulations who will conduct inspections of building construction, erection, repair, addition, or alteration projects that require building code permits indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes as required by law. Firms must be able to provide the following categories of commercial and residential inspection services: building inspector, electrical inspector, mechanical inspector, and plumbing inspector, fuel gas, and accessibility,
- 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 to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code. Each building code inspector must be licensed in the appropriate category as defined in Fla. Stat 468.603. The building code inspector's responsibilities will be performed under the direction of the Building Official.

1.2.3. Plans Examiners

- Provide Plans Examiners in compliance with the Florida Building Code and Certified by the Department of Business & Professional Regulations who are qualified to determine that plans submitted for purposes of obtaining building and other permits comply with the applicable building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes. Categories of plans examiners include: Building plans examiner, Plumbing plans examiner, Mechanical plans examiner, and Electrical plans examiner.
- It is the responsibility of the plans examiner 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 Florida Building Code. The review of construction plans must be done by a person licensed in the appropriate plans examiner category as defined in Fla Stat. 468.603 or be a licensed Professional Engineer competent in the applicable category. The plans examiner's responsibilities will be performed under the supervision and authority of the Building Official.

2. RESPONSIBILITIES

2.1 Responsibilities shall include but not be limited to the following:

- 2.1.1 Maintain fully staffed services during business hours equal to, but not less than the City's business hours of 8 a.m. to 6 p.m., Monday through Friday.
- 2.1.2 Perform these duties during normal business hours or as may be altered by mutual agreement in writing.
- 2.1.3 Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, commercial and residential: building, roofing, mechanical, HVAC, plumbing, and structural, electrical as well as providing all associated administrative documentation as required by governmental entities having jurisdiction and the City.

- In cooperation with the City Clerk, review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- Route applications to appropriate staff for discipline compliance reviews and comments.
- In cooperation with the City Clerk, monitor review status to ensure prescribed time limits are met.
- Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns. • Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- Generally perform inspections between 8 a.m. and 6 p.m. Monday through Friday.
- In cooperation with the City Clerk, maintain records of inspections and investigations.
- In cooperation with the City Clerk, create City inspections forms for consistency of reviews and inspections.
- In cooperation with the City Clerk, prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the City.
- Contractor shall consult with the City Planner to review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
- Perform any other related services required by the City and all other governmental agencies having jurisdiction.
- Coordinate activities with City's Planning director.

2.2 Services shall be provided in emergency situations as follows:

- 2.2.1 During a declared emergency, Contractor shall assist with damage assessment and safety inspections. The Building Official shall have immediate access to building plans and other essential building information.
- 2.2.2 Contractor shall work with the City during post disaster (natural or man-made) times, in restoring Building Services pursuant to the Florida Building Code and executive orders of the Governor. Contractor shall provide personnel, upon request, to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services.

2.2.3 Contractor shall provide personnel in each discipline who shall be able to respond within two (2) hours (24 hours/day/7 days/week) to any type of emergency call-out by the authorized City representative.

2.3 Equipment and Personnel

2.3.1 All vehicles shall display the name of the Contractor and the number of the vehicle, if applicable, printed in letters not less than three inches (3") high, on each side of the vehicle.

2.3.2 Contractor's personnel shall adhere to the following requirements:

- While performing services under the agreement, all personnel shall wear a City identification badge.
- While performing services under the agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Clerk or designee at the time of execution of the agreement and such list shall be updated and provided to the City Clerk or designee on a regular basis.
- All personnel performing services under this agreement shall be fluent in English.

3. RATES

The intent of this agreement is to secure a cost as a monthly retainer rates to provide on-site Building Division Services dedicated to the City of Layton, including services provided in Section 1 hereof as well as attendance at City Council meetings and other meetings as requested. Cost of travel is not provided for or expensed to the City. City must be provided a monthly invoice to document all individual hours worked under the Monthly Retainer using the fees outlined in Cost Proposal included in this bid as Attachment G. The Monthly Retainer shall be paid in full each month regardless of the number of hours and actual costs submitted. Any amount over the monthly retainer will be separately invoiced to the City on an hourly basis in accordance with fees in Attachment G – Cost Proposal.

4. TIMEFRAMES

4.1 Inspections and plan reviews will be performed in a timely manner as outlined in the FBC.

4.1.1 To ensure public safety, response to hazards, nuisances, or Florida Building Code violations, reports will be performed within one (1) business day of receiving notice. The Contractor must provide an inspector to meet this "on call" requirement.

4.1.2 The public has an expectation that general information and service requests will receive a timely reply. Responses to consumer inquiries will be provided within five (5) business days of receipt. Additional time may be approved by City Planner as needed.

5. LEGAL RESPONSIBILITIES

5.1 Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anybody performing work for the Contractor under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable

5.1.1 Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed.

5.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- 5.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor 's employees;
- 5.1.4 Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- 5.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- 5.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
- 5.1.7 Claims involving contractual liability insurance applicable to the Contractor's obligation.

The insurance required for Building Services shall be written for not less than limits of liability specified in this RFP or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

6. ELIGIBILITY

- 6.1 **LICENSES:** Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or City Policies and be in good standing.
- 6.2 **YEARS IN BUSINESS:** If the proposer is a newly formed firm/company, or joint venture, at least one principal must have been a principal of a firm(s) for a period of no less than five (5) years (or if the solicitation is for a sheltered market, no less than one (1) year with documented proof of similar responsibilities and experience). Proposer is to provide appropriate documentation for review. "Principal" of a firm shall be defined as the sole proprietor in the case of a sole proprietorship, all partners in the case of a partnership or joint venture, or all shareholders and officers in a corporation. When a joint venture or a partnership is formed by one or more corporations, each of the shareholders and officers of the corporation(s) shall be considered a principal.
- 6.3 **KNOWLEDGE OF LAWS AND REGULATIONS:** Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services.
- 6.4 **INSURANCE:** Firms and its (their) subconsultants (if any) must provide evidence that they have the following insurance coverages at the time of proposal submission by submitted a Certificate of Insurance. Insurance coverage for the City shall include the following:
 Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim and aggregate.
- 6.5 **SWORN STATEMENTS:** In accordance with Florida law, selected Firms will be required to make sworn Statements regarding Public Entity Crimes and Contingent Fees;
- 6.6 **COSTS:** Costs of participating in the selection process, including presentations to the City, are solely those of the Firm and the City will assume no responsibility for any cost.

7. PROPOSAL SUBMISSION INFORMATION

7.1 Proposals should be divided into sections and submitted with the respective TABS using the following numbers and titles below:

7.1.1 TAB 1 - INTRODUCTION/FORMS:

- Submit one (1) page cover letter.
 - The cover letter shall be signed by the President or officer of the responding Firm or, if joint venture, the President/Officer from each member of the joint venture must sign. The cover letter should provide the following:
 - Full legal company name;
 - Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
 - Primary company phone and fax numbers and email address;
 - Company type, i.e., Corporation, Partnership, etc.;
 - Listing of Officers;
 - Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
 - Brief description of business philosophy; and
 - Reason for interest in submitting a response to this solicitation.
 - A contract entered on behalf of the Respondent may only be signed by an individual who has been delegated signatory authority. If the individual signing the required forms for this RFP is not an officer of the firm, the Respondent must provide, with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent. The Letter of Delegation of Authority must be on company letterhead, be signed with an original signature by an officer of the Responding firm and must list the authorized agent(s) name, title, and limit of authority.

7.1.2 TAB 2 - FIRM EXPERIENCE/REFERENCES:

- In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether the contract was renewed/extended.
- Respondent shall also complete Attachments A through E.

7.1.3 TAB 3 - RELATED EXPERIENCE/QUALIFICATIONS:

- Company Qualifications: A brief but complete history of your company, including: the qualifications, experience, and expertise of your company as a whole and the qualifications, experience and expertise of the individual employees who will provide the service to the City.
- Provide a brief resume of key employees including any related licenses or certifications they may hold.
- Supervision and Personnel: Respondent must demonstrate how the operations will be supervised and what current quality controls policies would be in place for the service.
- The Proposer shall submit an executive summary, which outlines its Proposal. The executive summary shall, at a minimum, include an identification of the proposed team, responsibilities of the team, and a summary of the proposed services. This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of the City.

- Respondent shall also complete Attachment F and G.
- 7.1.4 TAB 4 - FINANCIAL INFORMATION:
- How many years has your firm been providing Inspection services?
 - What is the firm's form of business (proprietorship, partnership, corporation, etc.)?
 - Bank references and latest financial statement (NOTE: must be submitted in a separate sealed envelope within the bid proposal envelope).
 - Any other information the applicant may wish to supply to verify financial responsibility.
- 7.1.5 TAB 5 – LICENSES AND INSURANCE:
- Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or City Policies. All required business-related documents shall be included in the RFP. Attach a reproduction of the current Florida Registration Certificate.
 - This section should also include copies of relevant certifications/licenses held by key employees.
 - Include proof of insurance coverage at required levels.
- 7.1.6 TAB 6 – COST PROPOSAL
- Complete Attachment G.
 - Each Respondent’s Cost will be evaluated by comparing it mathematically to the other costs received. The lowest cost will receive the maximum score.
- 7.1.7 TAB 7 – DRAFT AGREEMENT
- 7.1.8 TAB 8 – FORMS
- Please make sure all the forms below are included in your proposal.
- Form B: Legal Proceedings Form
 - Form C: Public Entity Crime Form
 - Form D: Conflict of Interest Notification Requirement Questionnaire
 - Form E: Confidentiality Form
 - Form F: Scrutinized Companies
 - Form G: Non-Collusion Affidavit
 - Form H: Affidavit of Solvency
 - Form I: Business/Personal Relationship Disclosure Affidavit
 - Form J: Debarment Certification
 - Form K: Drug Free Workplace Form
 - Form L: E-Verify Affidavit
 - Form M: Affidavit Regarding the Use of Coercion for Labor and Services
 - Form N: Public Records Law Requirements
 - Form O: Indemnification Form
 - Form P: Anti-Kickback Affidavit
 - Form Q: Non-Collusion Affidavit Form R: Americans With Disabilities Act Affidavit

7.2 Firms shall submit two (2) original hard copies and two (2) electronic copy on USB/Flash drive in a sealed envelope or container. The outside of the envelope/box used for the sealed proposals should be marked as described on p. 1 of this RFP.

7.3 Responses to this solicitation shall be printed on one side of paper, in no less than 11-point font. Submissions of more than 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.

8. DETERMINATION OF RESPONSIVENESS

8.1 The City shall make a determination for each Firm as to the responsiveness of the

submission to the requirements provided herein. Respondents determined to be non-responsive will be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of an award.

- 8.2 The City reserves the right to waive any minor formality or irregularity in any submission by a Firm. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

9. EVALUATION OF STATEMENTS OF QUALIFICATIONS

- 9.1 All submissions that are determined to be responsive to the requirements of this RFP will be evaluated by an Evaluation Committee of no less than three (3) City representatives.
- 9.2 Evaluators will review and score the responsive submissions individually, with no interaction or communication with any other individual.
- 9.3 The City Evaluation Committee members will individually rank Firms from highest to lowest in each of the specific evaluation criteria listed below.

Evaluation Criteria:

- Company & Staff Qualifications
 - Related Experience and References
 - Financial Information
 - Licenses and Insurance
 - Cost Proposal
- 9.4 Respondents will be assigned a score that is the sum of their rank in each category by each Evaluation Committee member.
 - 9.5 At a public meeting of the City Evaluation Committee, members will discuss submissions and submit their completed evaluation forms. Firms will be assigned a “score” based on the sum of each committee member’s rank on their evaluation sheet. The lowest score will yield the Respondent with the highest overall ranking.
 - 9.6 The City Evaluation Committee will produce a shortlist of no less than three of the highest-ranked for interviews and presentations. These shortlisted firms will be notified of the required information that must be included in any presentation. The Evaluation Committee will then rank the interviews and presentations with the shortlisted firms to determine the top-ranked firm.
 - 9.7 The City Evaluation Committee may consider any evidence available regarding financial, technical, and other qualifications or abilities prior to final ranking.

10. RECOMMENDATION FOR AWARD

- 10.1 Recommendation shall be made to the City Council by staff to enter into negotiations with only the highest ranked firm as determined by the City Evaluation Committee, with the intention of coming to an agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.
- 10.2 The number one ranked firm will be submitted to the City Council for authorization/approval to enter into negotiations, and upon successful negotiations,

award, and execution of a contract (contract subject to approval of City Council). In the event that negotiations are unsuccessful, and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the City, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the City.

- 10.3 The City reserves the right to reject any or all qualifications packages, waive minor formalities or award to/negotiate with the firm whose qualifications package best serves the interest of the City.

11. GENERAL INSTRUCTIONS

- 11.1 The contents of a Firm’s response to this solicitation may become incorporated into, and a part of, its resulting Contract with the City.

- 11.2 Responses to this solicitation must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the solicitation deadline.

- 11.3 **Questions.** Any questions concerning the RFP should be directed in writing to Mimi Young, City Clerk at myoung@cityoflayton.com no later than October 18, 2024 by 3:00 PM E.S.T. Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFP is authorized, and no other City official is authorized to explain or interpret the RFP or to respond to questions related thereto. Responses to all appropriately submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City’s website by October 21, 2024 by 5:00 PM E.S.T.

- 11.4 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFP AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 11.3 ABOVE.

This provision is not meant to preclude bidders from discussing other, unrelated matters with City Council Members or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work, and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

12. TERMS AND CONDITIONS:

- 12.1 The successful Firm shall not discriminate against any person in accordance with Federal, State or Local Law.

- 12.2 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 12.3 A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 12.4 The City does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law.
- 12.5 By submitting a response to this solicitation, the submitting entity thereby agrees that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 12.6 The form of agreement the City intends to use in awarding contracts pursuant to this RFP is attached hereto as Attachment H. The terms and conditions outlined in this RFP shall be specifically incorporated into any final agreement provided by the City. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not anticipate, and will not favor, substantial revisions to the terms stated therein.
- 12.7 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.
- 12.8 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this solicitation must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 12.9 Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify

the work authorization status of all employees hired after January 1, 2021. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term, and shall produce said affidavit to City upon request. Notwithstanding any other provision herein, City reserves the right to immediately terminate this Contract upon notice to Contractor that City has developed a good faith belief that Contractor has knowingly violated this section.

12.10 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

12.10.1 However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

12.10.2 While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation,

the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

12.10.3 In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

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**REQUIRED SUPPLEMENTAL INFORMATION
CHECKLIST**

SECTION	RFP PACKAGE COMPONENTS	CHECK BOX
Tab 1	Introduction	
	Cover Letter	
Tab 2	Firm Experiences/References	
	Narrative	
	Attachment "A": Company Organizational Chart	
	Attachment "B": Licenses and Certifications	
	Attachment "C": Team Organizational Chart	
	Attachment "D": Key Personnel	
	Attachment "E": Proposed Sub-Consultants	
Tab 3	Related Experience/References	
	Narrative regarding history, qualifications, experience, key employees	
	Executive Summary	
	Attachment "F": Similar Projects	
Tab 4	Financial Information	
	Narrative	
Tab 5	Licenses and Insurance	
	Provide documents	
Tab 6	Cost Proposal	
	Attachment "G": Cost Proposal	
Tab 7	Draft Agreement	
	Attachment "H": Draft Agreement	
Tab 8	Forms	
	Form A: Proposal Submitted by Form	
	Form B: Legal Proceedings Form	
	Form C: Public Entity Crime Form	
	Form D: Conflict of Interest Notification Requirement Questionnaire	
	Form E: Confidentiality Form	
	Form F: Scrutinized Companies	
	Form G: Non-Collusion Affidavit	
	Form H: Affidavit of Solvency	
	Form I: Business/Personal Relationship Disclosure Affidavit	
	Form J: Debarment Certification	
	Form K: Drug-Free Workplace	
	Form L: E-Verify Affidavit	
	Form M: Affidavit Regarding the Use of Coercion for Labor and Services	
	Form N: Public Records Law Requirements	
	Form O: Indemnification Form	
	Form P: Anti-Kickback Affidavit	
	Form Q: Non-Collusion Affidavit	
	Form R: Americans With Disabilities Act Affidavit	

**REQUEST FOR PROPOSALS (RFP) NO.: 24-001:
BUILDING DIVISION SERVICES
CITY OF LAYTON, FLORIDA**

COVER PAGE

SUBMIT TWO (2) HARD-COPY ORIGINAL PROPOSALS, AND TWO (2) ELECTRONIC PDF FLASH/USB COPIES OF THE SUBMITTED PROPOSAL ON USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

Delivered in person, to:

ATTN: MIMI YOUNG, CITY CLERK
CITY OF LAYTON, FLORIDA
68280 OVERSEAS HIGHWAY
LONG KEY, FLORIDA 33001
Tel: (305) 664-4667

FULL LEGAL NAME OF COMPANY: _____

DATE: _____

Mailing Address (Street Address, District, State, Zip Code)

AUTHORIZED COMPANY REPRESENTATIVE

Printed Name & Title

Phone Number

City Use Only:

Received By: _____ Date/Time: _____

ATTACHMENT “A”:

COMPANY ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT "B":

LICENSES AND CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to Tab 5 of this proposal.

License/Certificate/ Pre-Qualification	License #	Issuing Agency	Expiration Date

ATTACHMENT “C”:

TEAM ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT “D”:

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee	Title	# Years Employed	Total # Years Experience

ATTACHMENT "E":

PROPOSED SUB-CONSULTANT LIST

Each Respondent shall provide any and all subconsultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the City.

Division of Work	Name and Address of Sub-Consultant

ATTACHMENT "F":

SIMILAR PROJECT REFERENCES

Each Respondent must submit a list of three (3) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform services of similar size and scope as those described in this RFP. The information required shall include the following: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address.

REFERENCE 1.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 2.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 3.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

ATTACHMENT “G”: COST PROPOSAL

Firms must provide all costs for all services to be provided as requested and outlined in this RFP in the format below. **Not applicable or “N/A” is not acceptable and will cause Proposal to be determined nonresponsive.**

The cost must be inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, services for security, safety, travel, and associated actions necessary for the Project by the Consultant as defined in the RFP and Contract.

During the initial contract period is for one (1) year, any increases which may be approved by the City Council shall be subject to an adjustment up to 2% maximum only if the Contractor can provide documentation proving that their operational costs to provide services have increased significantly. No more than one (1) cost increase will be accepted during any renewal period.

Monthly Retainer Fee	\$
-----------------------------	----

Hourly Fee (Hourly fee for each position shall be outlined below)		
	Position	Hourly
1	Building Official	\$
2	Inspector	\$
3	Plans Examiner	\$
4	Engineer	\$
5	Clerical Assistant	\$

I, _____, Name of authorized Officer per Sunbiz and/or legal documentation. Title of _____, Name of Firm as it appears on Sunbiz and/or legal documentation, hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature

Print Name

ATTACHMENT “H”: DRAFT AGREEMENT

BUILDING DIVISION SERVICES AGREEMENT

This Agreement (“Agreement”) entered into by and between: The City of Layton, Florida, (hereinafter “City”), and _____, a Florida Corporation (or foreign corporation authorized to do business in the State of Florida), (hereinafter referred to as “Vendor”). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Agreement shall commence on _____ and continue for one (1) year (“Initial Term”), unless otherwise terminated, or renewed for a period of not more than five (5) years from the effective date of the Initial Term, as provided for herein. Any renewal of this Agreement shall be subject to a determination by City that the services provided by Vendor were satisfactorily performed, that the services, are needed, and upon availability of funds. Any renewal of this Agreement shall be on the same terms, except as otherwise specified by the City and Vendor in the renewal instrument. All terms and conditions outlined in RFP 2024-001, including all forms, shall be incorporated into this Agreement and any renewal thereafter unless modified in writing by both parties.

Notwithstanding any termination provision provided by the Agreement, or any attachment or exhibit, City shall reserve the right to terminate this Agreement with written notice to Vendor provided at least sixty (60) days prior to the start of each fiscal year upon determination, in City’s sole discretion, that insufficient funds will be allocated in the upcoming budget to cover the full cost of this Agreement.

2. VENDOR'S SERVICES

Vendor agrees to provide goods or services to City, as described in further detail in RFP 2024-001 and in accordance with all applicable local, state and federal law.

3. COMPENSATION

City shall pay Vendor the sum of _____ dollars and _____ cents (\$ _____) to provide said goods/services pursuant to this Agreement. All compensation provided by this section represents a ‘Not to Exceed’ price. In no event shall City be liable to pay to Vendor compensation in excess of the amount specified herein, except as explicitly authorized by City in a signed, written amendment to this Agreement.

4. PAYABLE INTEREST

Unless prohibited by applicable law, City shall not be liable for interest payable to Vendor for any reason, whether as prejudgment interest or for any other purpose. By entering into this Agreement, Vendor waives and disclaims any and all entitlement to interest in connection with a dispute or claim arising from, or in any way related to this Agreement.

5. INSURANCE

Prior to commencement of this Agreement, Vendor agrees to secure and maintain at all times at Vendor's sole expense, insurance coverage, as laid out below, covering Vendor for all acts or omissions which may give rise to liability for services under this Agreement. Vendor, and any employees or agents of Vendor who will provide services pursuant to this Agreement, shall be insured with a reputable and financially viable insurance carrier, with minimum coverage amounts as specified herein. Vendor agrees to notify City at least thirty (30) days prior to any material change in coverage or cancellation of any insurance policy subject to this Agreement.

Vendor shall provide to City documentation of such coverage, reflecting that "City of Layton, Florida" is named as an additional insured on Vendor's policy.

- General Liability Insurance**
Amount: \$1,000,000
- Professional Liability Insurance**
Amount: \$1,000,000
- Vehicle Liability Insurance**
Amount: \$1,000,000
- Workers Compensation Insurance**
Amount: \$1,000,000
- Cyber Liability Insurance:**
Amount: \$500,000

6. INDEPENDENT VENDOR STATUS

Vendor is, for all purposes arising under this Agreement, an independent contractor. Vendor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, or employees of the City. Vendor shall not be entitled to any City employee benefits, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. TERMINATION

This Agreement may be terminated for any reason by either party upon sixty (60) days written notice to the other party at the addresses set forth below. If said Agreement should be terminated as provided in this paragraph of the Agreement, City shall be relieved of all obligations under said Agreement and City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

8. ASSIGNMENT

Vendor shall not assign or transfer any interest in this Agreement without the prior written consent of City. Assignment of Vendor's interest in this Agreement may be approved by the City. Should an assignment occur upon mutual written consent, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Prior to commencement of any work to be provided under this Agreement, Vendor shall disclose the identities of all subcontractors to City, secure the written approval of City, and include in all applicable subcontracts a requirement for the subcontractor to comply with all applicable terms and conditions of this Agreement. Vendor shall not subcontract with any third-party not expressly approved by City in writing.

9. AMENDMENT

This Agreement may be amended only with the mutual written consent of the parties. All amendments must be in writing and must be approved by City.

10. INDEMNIFICATION

To the fullest extent permitted by law, Vendor expressly agrees to indemnify and hold harmless the City of Layton, their officers, directors, agents, and employees (herein called the “indemnities”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Vendor, its subcontractors or persons employed or utilized by them in the performance of the Agreement.

11. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any and all disputes shall be the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, as applicable under prevailing law. **By entering into this Agreement, both Vendor and City expressly waive any right it may have to a trial by jury for any civil litigation arising from or in any way related to this Agreement.**

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Vendor represents and warrants to City, upon execution and throughout the term of this Agreement that:

- A) Vendor is not bound by any Agreement or arrangement which would preclude it from entering into, or from fully performing the services required under the Agreement;
- B) None of Vendor’s agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Vendor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply 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 public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Vendor and Vendor’s agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Vendor to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

E) Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;

(ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;

(iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. COMPLIANCE WITH LAWS

Vendor agrees to comply with all applicable local, state and federal laws, including laws pertaining to public records.

14. E-VERIFY

Pursuant to Florida Statute § 448.095, Vendor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. If Vendor enters into any contract with a subcontractor, Vendor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Vendor shall be required to maintain a copy of said affidavit for the duration of the Agreement Term, and shall produce said affidavit to City upon request. Notwithstanding any other provision herein, City reserves the right to immediately terminate this Agreement upon notice to Vendor that City has developed a good faith belief that Vendor has knowingly violated this section.

15. DISCRIMINATORY VENDORS, SCRUTINIZED COMPANIES

Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with the City on the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

16. PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

17. FEDERAL FUNDING

To the extent this Agreement involves payment originating from a federal grant, or otherwise utilizes federal funding, Vendor shall be required to comply with all applicable terms set forth in the addendum attached hereto as Exhibit A, if applicable. Vendor accepts and acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities incurred by City, Vendor, or any other party to this Agreement. Vendor acknowledges these terms are expressly incorporated into the Agreement and agrees to comply with said terms for the duration of the Agreement Term.

18. NOTICES

All notices required by this Agreement, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by all means of express mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

For City:

ATTN: MIMI YOUNG, CITY CLERK
CITY OF LAYTON, FLORIDA
PO BOX 778
LONG KEY, FLORIDA 33001

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

For Vendor:

ATTN: _____

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

21. INCORPORATION BY REFERENCE

City of Layton RFP 2024-001, and Vendor Response are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

<p>By: CITY OF LAYTON</p> <p>_____</p> <p>Bruce Halle, Mayor</p> <p>ATTEST:</p> <p>_____</p> <p>Mimi Young, City Clerk</p> <p>Date: _____</p>	<p>By: Vendor</p> <p>Name: _____</p> <p>Title: _____</p> <p>ATTEST:</p> <p>Witness: _____</p> <p>Date: _____</p>
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Exhibit A

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the

construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 the race, color, religion, sex, 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 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 considerations for employment without regard to race, color, religion, sex, 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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 portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3(Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the 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.”

5.Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The 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.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. §401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1)The 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)The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

(1)The 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)The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8.Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension*(1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200,Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d,and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. §180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of

verifying that contractors are not excluded or disqualified:

“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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. 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 must 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“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.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or

offer exceeding \$100,000)

The undersigned [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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or

the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(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, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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 transcription as reasonably needed.

(3)The contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12.DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding 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.”

13.Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14.No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.

b. The following provides a contract clause regarding no obligation by the FederalGovernment: “The Federal Government is not a party to this 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.”

15.Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38(Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

FORM A: PROPOSAL SUBMITTED BY

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

FAX NUMBER:

DATE OF RFP:

E-MAIL ADDRESS:

FEDERAL ID NUMBER:

NAME & TITLE PRINTED:

SIGNED BY:

I/WE the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

FORM B: LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

Check here and provide documentation Check here if Not Applicable (N/A)

b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

Check here and provide documentation Check here if Not Applicable (N/A)

c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

Check here and provide documentation Check here if Not Applicable (N/A)

d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

Check here and provide documentation Check here if Not Applicable (N/A)

e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

Check here and provide documentation Check here if Not Applicable (N/A)

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete, and correct.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

FORM C: PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES,
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Layton
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

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 Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of 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, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(a). A predecessor or successor of a person 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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 2

6. Based on information and belief, that 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 any 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, 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

STATE OF _____ COUNTY OF _____

Subscribed and sworn to before me this _____ day of __, 20 __, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

**FORM D: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT
QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below and advise City of any potential conflict of interest.

1. Name of Firm submitting a response to this RFP.

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Layton; if none so state.

3. Name of City of Layton employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship; if none so state.

4. Describe any other affiliation or business relationship that might cause a conflict of interest; if none so state.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

FORM F: SCRUTINIZED COMPANIES

The undersigned vendor in accordance with Florida Statute § 287.135
Hereby certify that _____ does not:
(Name of Business)

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel list; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Cuba or Syria.

Affirm

I, _____
Name of authorized Officer per Sunbiz Title
of _____
Name of Firm as it appears on Sunbiz and/or legal documentation

hereby, attest that I have the authority to sign this certification and certify that the Firm complies with the above requirements.

Signature

Title

FORM G: NON-COLLUSION AFFIDAVIT

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Melbourne, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

FORM H: AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ {insert entity name}, being of lawful age and being duly sworn I, _____ {insert affiant name}, as _____ {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of __, 2024.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of __, 20__, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

FORM I: BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1. I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): and (Nature of services presently being offered to the City of Layton, Florida):

2. I have ____ have not ____, at any time, excluding the instant proposal, had a business or personal relationship with any member of the City of Layton, Florida City Council, and/or with any employee of the City of Layton, Florida.

• The details of my or my company’s present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee’s name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

_____.

3. The statements contained in this affidavit are true and correct, and made with full knowledge that the City of Layton, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

STATE OF _____ COUNTY OF _____

Subscribed and sworn to before me this _____ day of __, 20__, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

FORM J: DEBARMENT CERTIFICATION

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this day ____ of _____, 2024.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

FORM K: DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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 CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 (Florida Statutes) 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, or any 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.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

FORM L: E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Layton, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of __, 20__, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

Form M: Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:	
Vendor FEIN:	
Vendor's Authorized Representative Name and Title:	
Address:	
City: State: ZIP:	
Phone Number:	
Email Address:	

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Layton is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
 AUTHORIZED SIGNATURE

 Print Name and Title:

 Date:

Form N: Public Records Law Requirements

Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- Contractor and its subcontractors shall keep and maintain public records required by the CITY OF LAYTON, FLORIDA to perform the service.
- Contractor and its subcontractors shall upon request from the CITY OF LAYTON, FLORIDA's custodian of public records, provide the CITY OF LAYTON, FLORIDA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law.
- Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CITY OF LAYTON, FLORIDA.
- Contractor and its subcontractors upon completion of the contract shall transfer to the CITY OF LAYTON, FLORIDA, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CITY OF LAYTON, FLORIDA to perform the service. If the Contractor and its subcontractors transfer all public records to the CITY OF LAYTON, FLORIDA upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY OF LAYTON, FLORIDA, upon request from the CITY OF LAYTON, FLORIDA's custodian of public records, in a format that is compatible with the information technology systems of the CITY OF LAYTON, FLORIDA.
- The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CITY OF LAYTON, FLORIDA must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.
- The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CITY OF LAYTON, FLORIDA.
- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: cityhall@cityoflayton.com, OR BY MAIL TO:**

**CITY OF LAYTON, ATTN: CITY CLERK, 68260 OVERSEAS HIGHWAY,
LONG KEY, FLORIDA 33001, OR BY CALL TO (305) 664-4667.**

By affixing your signature below, you hereby acknowledge that Florida Law requires you to comply with Chapter 119, Florida Records Law.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title:

Date:

Form O: Indemnification Form

PROPOSER agrees to protect, defend, indemnify, save and hold harmless the City of Layton, all its officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the City of Layton, all its officers, agents, servants and employees, including volunteers. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Layton does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Layton by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Layton, resist and defend such action or proceeding by counsel satisfactory to the City of Layton.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Layton’s option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Layton whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER’s obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER’s limit of or lack of sufficient insurance protection.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2024, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

FORM P: Anti-Kickback Affidavit

STATE OF FLORIDA)

) SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Layton as a City Council, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

My commission expires:

FORM Q: NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

) SS:

COUNTY OF COUNTY)

I, the undersigned hereby duly sworn, depose and say that:

- 1. I/We is the Bidder that has submitted the attached bid proposal.
- 2. I/We is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
- 3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
- 4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Melbourne, Florida, or any person interested in the proposed Agreement.
- 5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Subscribed and sworn to before me this _____ day of __, 20__, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FORM R: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

STATE OF FLORIDA)

) SS:

COUNTY OF COUNTY)

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Layton, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Layton be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Layton, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

By: _____
Signature of Authorized Officer per Sunbiz

Date

Print Name of Authorized Officer per Sunbiz

Title of Authorized Officer per Sunbiz

Subscribed and sworn to before me this _____ day of __, 20__, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires: