CONSTRUCTION BID DOCUMENTS

FOR

RIVERFRONT REVITALIZATION

PHASE I

CITY OF APALACHICOLA

CDBG-DR M0034

RFP2026-012

Date: November 23, 2026 -
December 28, 2026

PROJECT CONTACT LIST:

Municipality:
City of Apalachicola
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Apalachicola, Florida 32320
Phone: (850) 653-2205
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Michelle Hay, City Clerk

Engineers:
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Dan Scheer, VP Operations Manager
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Melissa Pennington, PE Team Leader Phone:
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Consultants:
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214 Draperton Drive
Ridgeland, Mississippi 39157
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Felicity Edwards

M0034 Riverfront Revitalization Phase I

Each Proposal should be prepared simply, with concise delineations of the firm's capabilities to satisfy the requirements of this Request for Proposals. Complete all requirements and forms below.

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Section I: Administrative Information and Procurement

GENERAL DESCRIPTION OF PROJECT M0034 PHASE I

This document outlines the requirements and procedures for submitting bids for a construction project overseen by the City of Apalachicola. It includes sections detailing the general project description, bid summary, MWBE considerations, instructions and bid sheets, bid bond stipulations, contractor licensing, supervision certificates, equal employment certification, Gantt Chart information, standard contract forms for the City of Apalachicola, and attachments for Bid Sheets, CDBG and Davis-Bacon requirements. Additionally, it provides the legal format for the bid bond, emphasizing the obligations and conditions for bidders and sureties.

The M0034 Riverfront Revitalization Project is a major $4.75 million initiative in Apalachicola, Florida, designed to repair coastal infrastructure and boost the local economy following the destruction caused by Hurricane Michael. Managed in partnership with FloridaCommere and funded via Community Development Block Grant–Disaster Recovery (CDBG-DR) funds, the project directly addresses the balancing act between preserving Apalachicola's historic working waterfront and accommodating its booming tourism industry. The project has been split into two phases with Phase I focusing on construction of public and commercial docks, piers, utilities, and historic preservation with Phase II completing new streetscapes, sidewalks, and lighting.

Project Scope and Location

Project M0034 Phase I funds target the structural stabilization of these historic areas while expanding public access by achieving the following outcomes:

- Commercial Pier and Dock Repairs along Scipio Creek**:** Rebuilding heavily damaged infrastructure at Scipio Creek Marina, Water Street Hotel, and JV Gander Property.
- Old Apalachicola Fire Station: Disassembly of the Old Fire Station
- Anders Pier and Pumpout Station: Rebuild the public dock, Anders Pier, and install a new maritime vessel pump-out station at Anders Pier.
- Popham Building: Disassembly of the historic Popham Building and pave the way for future commercial reuse.

Timeline: Both phases of the project are being procured simultaneously and will run concurrently. The Contractor acknowledges and agrees that the dates and deadlines set forth herein are material terms of the Agreement and essential to the Owner's operations. The Contractor must achieve Substantial Completion of the entire Work no later than September 30, 2027. Bidders must submit a preliminary Gantt chart detailing their logical path to meet the mandatory completion date. Bids submitted without a viable, logical schedule will be deemed non-responsive and disqualified. Failure to achieve Substantial Completion by the specified date will result in the assessment of Liquidated Damages in the amount of $750 per consecutive calendar day of delay, as compensation for the Owner's losses, and not as a penalty.

Information to Bidders

CDBG Background and Requirements:

This contract will be paid for in whole or in part with Community Development Block Grant – Disaster Recovery funding (CDBG-DR) from the U. S. Department of Housing and Urban Development ("HUD") and FloridaCommerce for activities authorized under Title I of the Housing and Community Development Act of 1974 and as described in the 2020 State of Florida Action Plan for Disaster Recovery. As such this contract is subject to the applicable terms and conditions of Subrecipient Agreement M0034 between FloridaCommerce and the City of Apalachicola, 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200 (including Appendix II to Part 200), 20 CFR Part 601, 24 CFR Part 570 subpart I, et seq., and all other State and Federal laws, rules, regulations, and policies governing the funds provided through the Subrecipient Agreement, as now in effect and as may be amended from time to time.

The Subrecipient Agreement allocates total funding of $4,758,051 (100%) for this project, which includes $4,414,686 (92.8%) in CDBG-DR funds and $343,365 (7.2%) in non-federal Funding.

****NOTE: FUNDING AMOUNTS REFLECT THE FULL SCOPE OF WORK FOR GRANT AGREEMENT M0034. THIS SOLICITATION FUNDING IS LIMITED TO COMPONENTS OF THE PROJECT IDENTIFIED IN THESE CONTRACT DOCUMENTS.****

This contract is subject to the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and Section 3 of the Housing and urban Development Act of 1968. **Additional information regarding the Required Contract Terms and Conditions for Subrecipient Agreement M0034 can be found in Attachments A through E.**

All bidders must make positive efforts to use small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms in accordance with 2 CFR 200.321.

Section 3 businesses, minority and women's business enterprises, veteran-owned businesses, and labor surplus area firms are hereby solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The City of Apalachicola is an Equal Opportunity Employer.

REQUIRED BID PROPOSAL SECTIONS: (Please include all the information below in the Bid Proposal)

Firm Experience & Qualifications: Highlight the firm's history, size, and specific experience with Florida government entities, coastal engineering, and federal CDBG programs. Detail the resumes of key personnel, showing their ability to handle project milestones, ability to complete the project by September 30, 2027.

Ability of Professional Personnel: This criterion measures the ability of professional team personnel as shown by their level of experience on projects of similar type, size, and complexity. This criterion measures how well the team is staffed to address all facets of the project. It measures how well the team is organized to deliver the project for the City. Preference will be given to teams with knowledge and experience with local construction and regulatory conditions and who demonstrate a strong commitment to team collaboration proximate to the project site. Preference will also be given to teams (both individuals within the team and companies making up the team) that have worked together on successful delivery of similar projects. It measures the overall level of the team's qualifications to successfully complete the project.

Past Performance: This criterion measures the professional team's experience with projects similar in size, type, and complexity as this project. The professional teams will be evaluated on their construction projects of the size and scope of this project including the experience the team members proposed on this project have together on the previous projects presented. Preference will be given to projects constructed within the last five (5) years in proximity to the City of Apalachicola. Proposals should include no fewer than three (3) and no more than five (5) references from previous clients.

Location: The professional team's approach to management and execution of work with respect to location of various key project team members will be evaluated under this criterion. The Bidder shall demonstrate from the project kick-off how they manage day-to-day or on-site information collection and distribution between internal and external team members, City staff, as well as other entities involved in the project.

Recent, Current, and Projected Workloads of the Firm: This criterion measures the team's proposed resources for the project and their availability to complete all elements of this project with regards to the closeout of recent work, current workload, and projected projects that could impact the completion of this project.

Local Reference Contacts: A minimum of three to five references from other Florida communities detailing your performance on similar infrastructure projects.

Sunbiz Registration: Proof that your firm is actively registered and licensed to do business in the State of Florida.

Gantt Timeline: A tight construction project Gantt timeline is required to maximize efficiency by using parallel scheduling, overlapping phases, and a clearly defined Critical Path to meet strict deadlines and substantial completion by September 30, 2027.

BID SHEET SUMMARY M0034 PHASE I-Plan Set 1 - Dock and Pier Repairs/Reconstruction, Building Demolition along Scipio Creek. (Disassembly of Popham)
****Contractor must hold costs for 90 days.**

Site and Pay Item Description	Total Estimated Costs
Anders Pier	
Old Fire Station Demolition	
JV Gander Oil Company	
Water Street Hotel Repairs	
Scipio Creek Marina Repairs	
Popham Building	
General Pay Items for all Sites	
Total for Plan Set I	

_____ _____

Signature/Bidder Authorized Official Date

INSTRUCTIONS FOR BID SHEET ATTACHMENT

1) Input your estimated "quantities" and "unit price" in the column (highlighted green) for each item listed on the "BID FORM" for each Phase of the project.

2) The sheet will 'self-sum' for the total project cost. Contractor to verify/certify the BID SHEET accuracy upon submittal to the City of Apalachicola for the project. The bidding Contractor is solely responsible for final quantity and price (unit or sum) shown on the sheet and final amount listed in the proposal by the Contractor. Sheet provided to 'assist' contractor in the development of their bid, and unit quantities and costs listed will be used as part of the FINAL CONTRACT for project – each bidding Contractor MUST provide BID FORM for each Phase in order to be considered a 'responsive bidder' on the project.** The City of Apalachicola/Engineer of Record assume NO RESPONSIBILITY provided BID FORM – the Contractor MUST VERIFY the data entered and the resulting total project cost entered by the Contractor as the basis for bid.

MINORITY, WOMEN, and VETERANS BUSINESS OWNERSHIP

Bidder Diversity Participation Clause:

The City of Apalachicola is committed to promoting diversity, equity, and inclusion in its procurement process. Extra evaluation points will be awarded to certified diverse business enterprises with eligible groups include Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Veteran-Owned Business Enterprises (VOBE).

Certification Requirements:

To qualify for diversity evaluation points, the bidder must substantiate their status at the time of proposal submission. Self-certification is not accepted. Bidders must provide a valid, current copy of their certification from an approved agency. A maximum of 5 points will be added to the bidder's total evaluation score if they meet the diversity criteria.

Business Ownership Status	Yes/No	Certifying Agency	Certification# and Exp Date
Minority-Owned (MBE)			
Women-Owned (WBE)			
Veteran-Owned (VBE)			

_____ _____

Signature/Bidder Authorized Official Date

_____ _____

Printed Name and Title Unique Identifier Number

CONTRACTOR'S LETTER OF INTEREST

Contractor may use the template below or one of their own containing below information

[Contractor Letterhead]

[Date]
[Name of Municipal Official or Procurement Director]
[Title]
[Municipality Name]
[Address]
Subject: Letter of Interest –RFP Reference Number: RFP2026-004

Dear City of Apalachicola,

[Company Name] is pleased to submit this Letter of Interest in response to the Municipality of Apalachicola's Request for Proposals for M0034 Riverfront Revitalization Phase I. Our team is highly qualified, properly licensed in the State of Florida, and fully prepared to execute the scope of work as outlined in the solicitation.

We have reviewed all RFP documents, addenda, and CDBG program requirements. By submitting this letter, we acknowledge and agree to the following:

- Compliance: If selected, we will comply with all federal and Florida state statutes regulating CDBG funds, including, but not limited to, Section 3 requirements, the Davis-Bacon Act, Equal Employment Opportunity (EEO), and the Copeland "Anti-Kickback" Act.
- Accuracy: All representations, facts, and figures submitted in our proposal are true, accurate, and complete.
- No Collusion: We certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

We look forward to the opportunity to discuss our qualifications and methodology for this project. Please direct any further correspondence or addenda to [Contact Person, Email, Phone Number].

Sincerely,

(Authorized Signature)
[Printed Name]
[Title]
[Company Name], FEIN/Tax ID, SAM.gov Registration Status

This project must be substantialy completed by September 30, 2027, to meet Federal and State CDBG deadlines. Bidders need to include a proposed Gantt Timeline to demonstrate that the contractor can manage a compressed 9 month schedule. This timeline will provide an at-a-glance visualization of the project, mapping out start dates, overlaps, and critical milestones so no time is wasted.

PROCUREMENT RULES AND INFORMATION

CONTACT PERSONS
Dan Scheer, VP Operations Manager
dscheer@halff.com
Phone: (850) 848-9425

Melissa Pennington, PE Team Leader
mpennington@halff.com
Phone: (850) 848-9407

Michelle Hay, City Clerk, City of Apalachicola
Phone: (479) 402-0070
Email: mhay@cityofapalachicola.com

Bids will be received until December 28 @ 2:00 pm, Eastern Time at City Hall, 1 Bay Avenue, Apalachicola, Florida 32320 and will be opened and read aloud immediately thereafter.

All technical questions and requests for plans and specifications must be addressed to Dan Sheer @ dscheer@halff.com or Melissa Pennington @ mpennington@halff.com and administrative questions may be addressed to Michelle Hay @ mhay@cityofapalachicola.com no later than December 10, 2026..

Questions submitted after that date and time will not be answered. DIRECTING QUESTIONS TO ANY OTHER CITY STAFF IS PROHIBITED AND WILL RESULT IN THE SUBMITTAL BEING DISQUALIFIED. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addendum and will be placed on the City website https://www.cityofapalachicola.com/. By submitting a Statement of Qualifications, the responder acknowledges receipt of all addendums issued. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the City finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are Eastern Time.

Date / Time	Action
December 10, 2026, End of Day	Last day to submit questions
December 15, 2026, End of Day	Answers provided
December 28, 2026, @ 2:00 P.M. EST	Close date / Open bids

Disposal of RFP:

Upon award recommendation or thirty (30) days after receiving, RFP submittals become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

Rejection of RFQ:

The City reserves the right to accept or reject any statement of qualification as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The City reserves the right to reject the statement of qualifications of any firm or individual if the City believes that it would not be in the best interest of the City to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or the firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the City.

Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm because of any discussions with any City employee. Only those communications from firms, which are signed and in writing, will be recognized by the City as duly authorized expressions on behalf of the firm. All communication with City Commissioners or City staff other than the City Manager is prohibited during the time of the RFP advertising.

Signed Letter of Interest:

A contractor's signed Letter of Interest (LOI) for a Florida municipal CDBG (Community Development Block Grant) RFP serves as formal intent to bid. It confirms the contractor meets state qualifications and must include specific CDBG compliance certifications (e.g., Section 3, Civil Rights, and Anti-Lobbying provisions)

Signed Proposal:

A signed proposal form for an RFP (Request for Proposal) is the official, binding signature page required by a government entity. It verifies that you agree to all the terms in the solicitation, certify that your bid is legitimate and collusion-free, and legally commit your company to your proposed pricing and services.

Transactions and Conveyances of Corporate Identification:

This form is used for identity and structural verification document for businesses. It does not involve "conveying" or selling your business; rather, it collects precise legal details about your corporation so that any future transaction agreements, purchase orders, or contracts can be drafted with flawless legal accuracy

Public Entity:

The Contractor must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as an Engineer, supplier, or subcontractor, 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.

Bid Bond:

A bid bond is a type of surety bond that a contractor must submit alongside their proposal when responding to a Request for Proposal (RFP) for a Community Development Block Grant (CDBG) project in Florida. It guarantees that if your bid is selected, you will accept the job at the price quoted and provide the required final performance and payment bonds

Contractor Evidence and Proof of Licenses/Certifications:

In a Florida Request for Proposal (RFP), Contractor Evidence and Proof of Licenses/Certifications is a required documentation section verifying your business is legally qualified and authorized to perform the proposed scope of work. It ensures you comply with Florida Statutes and local ordinances.

Certification of Bidder Equal Opportunity:

A Certification of Bidder Equal Opportunity is a mandatory document included in Florida Requests for Proposal (RFPs). By signing it, the vendor formally warrants they are an Equal Employment Opportunity (EEO) employer and will not discriminate in employment, upgrading, demotion, recruitment, or compensation based on race, color, religion, sex, or national origin.

For local government contracts, especially those utilizing federal funding (HUD CDBG Grants)—this certification ensures that public funds are not used to support discriminatory hiring or workplace practices. It is primarily implemented to comply with federal requirements.

Drug-Free Workplace:

Bidder must complete the City's Drug Free Workplace Certification form, attached and made a part of the RFP.

Anti-Collusion Clause:

An anti-collusion clause in a Florida Request for Proposal (RFP) is a mandatory legal statement that ensures your bid is completely independent. It acts as a sworn guarantee to the government entity that your company has not communicated, consulted, or conspired with any other competitors to manipulate pricing or restrict fair competition.

The Byrd Anti-Lobbying Amendment Certification:

This certification is a federal requirement mandating that contractors receiving federal funds over $100,000 verify they have not used—and will not use—appropriated federal funds to lobby Congress or federal agencies to win the contract.

Certificate from Contractor/Subcontractor Designating Officer or Employee to Supervise Payment of Employees:

This certificate formally appoints a payroll supervisor (such as a Labor Standards Officer) to handle, verify, and certify employee payment records on behalf of the company. It ensures the person certifying payroll reports has firsthand knowledge of the wage facts and has the authority to execute the required Statement of Compliance (Copeland Act). The document must be signed by authorized corporate officers or partners and submitted to the general contractor or contract owner prior to the first payroll submission.

E-Verify Compliance:

E-Verify compliance for a Florida Request for Proposal (RFP) means that any contractor bidding on a public project or contract with a Florida government entity must be enrolled in the federal E-Verify system to confirm the employment eligibility of all new hires.

Debarment Notice:

Bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a City official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non- procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

CDBG Conflict of Interest and Disclosure Statement:

This statement is a mandatory government form required by Florida and U.S. HUD regulations. It requires individuals and businesses to disclose any personal, business, or financial relationships with public officials that could improperly influence the awarding or execution of a CDBG-funded contract.

Indemnification:

Firm shall indemnify and save harmless the City, its officers, agents, and employees, from all claims, suits, or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other

professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease, or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries, and claims made, whether caused in part, by any act or omission of the City, its respective officers, agents, or employees, provided Engineer shall not be required to indemnify the City for the City's own negligence.

Protest:

RFP protests arising shall be resolved in accordance with the City of Apalachicola Procurement and Purchasing Policies.

Insurance Requirements

Bidder shall provide, pay for, and maintain, with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of a contract, the insurance coverages and limits required must be provided by properly executed Certificates of Insurance on forms which are acceptable to the City. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true, and exact copies of all insurance policies required shall be provided to the City, on a timely basis, if required by the City. These Certificates and policies contain provisions that thirty (30) days' written notice by registered or certified mail shall be given the City of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction in the Aggregate Limit of any policy, the Bidder shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverage of the Bidder shall be primary to any insurance or self-insurance program carried out by the City applicable to this Project.

The acceptance by the City of any Certificate of Insurance evidence of the insurance coverages and limits required in this Contract does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are following the requirements of this Contract.

Before starting and until acceptance of the work by the City, Bidder shall maintain insurance of the types and to the limits specified below. Bidder shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's or sub-subcontractor's work, insurance of the types and to the limits specified below, unless such insurance requirement for the subcontractor or sub-subcontractor is expressly waived in writing by the City. Said waiver shall not be unreasonably withheld upon Bidder representing in writing to the City that Bidder's existing coverage includes and covers the subcontractors and sub-subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified below.

All liability insurance policies, other than the Professional Liability, Worker's Compensation and Employers' Liability policies, obtained by Bidder to meet the requirements of this Contract shall name the City as an additional insured as to the operations of the Bidder under this Contract and the Contract Documents and shall contain severability of interest provisions.

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the City, certified, true copies of the renewal policies shall be furnished by Engineer thirty (30) days prior to the date of expiration. Should at any time the Bidder not maintain the insurance coverage required in this Contract, the City may cancel this Contract or at its sole discretion shall be authorized to purchase such coverage and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City's Representative prior to the commencement of the work. Bidder shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City's Representative, nor shall the Bidder allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

Required Insurance:

1. Workers' Compensation insurance as required by the State of Florida.
2. Employers Liability Insurance with limits of $1,000,000 per Accident, $1,000,000 Occupational Disease for each employee.
3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired, or non-owned vehicles, with minimum limits of $1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $500,000 per person, $500,000 per occurrence, $25,000 property damage.
4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of contractor or any of its employees, agents, or subcontractors or sub-Engineers, including Premises and/or Operations, Independent Contractors, Broad Form Property Damage, and a Contractual Liability Endorsement with $300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $100,000 per person, $300,000 per occurrence, $50,000 property damage.
5. The City shall be named as an additional insured with respect to Engineer's liabilities hereunder in insurance coverages identified for comprehensive business automobile and vehicle liability insurance and commercial general liability. The City and its officials, employees, agents, and volunteers are to be covered as an additional insured with an Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of activities performed by or on behalf of the Engineer. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, agents, and volunteers.

The City reserves the right to request any other insurance coverage it deems necessary depending upon the exposures. The Contractor, and its insurance carrier, waives all subrogation rights against the City and its officials, employees, agents, and volunteers for all losses or damage which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The City requires all policies to be endorsed with a Waiver of our Right to Recover from others or equivalent.

Evaluation of Proposal Guidelines

City of Apalachicola Procurement and Purchasing Policies

Evaluation of proposals shall be conducted in accordance with City of Apalachicola Procurement and Purchasing Policies as follows:

- The City Manager shall determine the Evaluation Group that will best serve the needs of the City.
- Members of the Evaluation Group are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal meetings.
- Only written responses of statements of qualifications, performance data, or other data received by the publicized submission time and date shall be evaluated.
- The City will only award contracts to respondents that possess the ability to perform successfully under the terms and conditions specific to the proposed procurement. When making such a determination, the City may consider factors including, but not limited to: record of past performance, strength of financial and technical resources, integrity, and compliance with public policy.
- The Evaluation Group may choose to conduct formal presentations/interviews with firms prior to final ranking.
- The Evaluation Group shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified respondents shall be forwarded to the City Manager and/or City Commission for approval prior to beginning contract negotiations.

Ranking and selection will be based on the following categories:

Criteria	**Maximum Score**
Ability of Professional Personnel	25
Past Performance	25
Location: Ability to Perform Work in Apalachicola	20
Recent, Current, and Projected Workloads of the Firm	25
Minority, Women, and/or Veteran-Owned Business Enterprises	5
Total	**100**

Contract Negotiation

The City shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the City. In making this decision, the Negotiator(s) will consider the estimated value, the scope, the complexity, and the professional nature of services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm may be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing with the second most qualified firm, the Negotiator(s) may formally terminate negotiations, and may then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Group may select additional firms in order of their competence and qualifications, and the Negotiator(s) may continue negotiations in accordance with City of Apalachicola Procurement and Purchasing Policies until an agreement is reached or until a determination has been made not to contract for such services.

Notwithstanding the foregoing, this section shall not be construed in a manner that would conflict with rejection of the RFP. The City reserves the right to accept or reject any statement of qualification as may be deemed necessary by the City to be in its best interest. The City further reserves the right to waive all informalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The City reserves the right to reject the statement of qualifications of any firm or individual if the City believes that it would not be in the best interest of the City to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or the firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the City.

Cone of silence/Prohibition on Communications

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the City's Procurement Division representative. Additionally, the City prohibits communication initiated by a proposer to any city official or employee by evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made. Any communication between a proposer and the City required to obtain information or clarification for preparing a proposal or to enable accurate evaluation of a proposal will be handled solely through the Procurement Division staff as the single point of contact. Any communications initiated between the proposer and the City outside these parameters may be grounds for disqualifying the offending proposer from consideration for award and/or any future proposal.

During the Cone of Silence, no person may lobby on behalf of a competing party in a particular procurement process. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the procurement and the time the City awards a contract.

Section II: Required Forms and Certifications

Form 1: Proposal Form

City of Apalachicola

1 Bay Avenue

Apalachicola, Florida 32320

Date: _____

Commissioners:

The undersigned Company, which herein may be referred to as "Proposer," "Contractor" or "Firm," having reviewed the scope of services requested and familiarized himself with the local conditions, nature of the work, and having carefully developed an acceptable method of providing services as described herein, and having carefully examined the terms of this RFP, shall furnish all materials, labor, services, and any other items for the proper execution of contract number RFP 2026-004.

(TO BE COMPLETED BY PROPOSER)

ADDENDA

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida (or other State) Department of State Certificate – Document Number:

_____

Proposer: _____

By: _____

Occupational License No.: _____

Signature: _____

NOTE: By signing and submitting this Proposal for consideration by the City Commissioners of the City of Apalachicola, the vendor acknowledges that they have read, understand, and agree to all aspects of the specifications as presented without reservation, exception, or alteration.

Form 2: Transactions and Conveyances of Corporate Identification

The following information will be provided to the City Attorney for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes / No _____

If not a Florida Corporation, in what state was it created:

_____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" / "Not for Profit"

_____

Is it in good standing: Yes / No _____

Authorized to transact business in Florida: Yes / No

_____

State of Florida Department of State or other State Certificate of City Document No.:

_____

Does it use a registered fictitious name: Yes / No

_____

Names of Officers:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address: _____

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, the Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. The Awarded Firm shall submit a copy of the resolution together with the executed contract to the City Attorney's Office.)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

Form 3: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes

. This sworn statement is submitted to the City of Apalachicola.

By (print name of individual 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: _____

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the

United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting sworn statement. (Indicate applicable statement.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

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 Signature and Date: _____

Form 4: Bid Bond

KNOW ALL MEN BY THESE PRESENT, that, we, the undersigned,

_____as Surety, are hereby held and firmly bound unto the City of Apalachicola as Owner in the penal sum of $_____ for the payment of which, well, and truly to be made, we hereby jointly, and severable bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this _____day of _____, 20___.

The condition of the above obligation is such that whereas the principal has submitted to City of Apalachicola, a certain Bid, attached hereto and hereby made part, to enter a contract in writing, for the Construction of the Riverfront Revitalization Project Phase I CDBG-DR Project #M0034.

NOW THEREFORE,

A. If said Bid shall be rejected, or in the alternate

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of a Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other aspects perform the agreement created by the acceptance of said Bid.

Then this Obligation shall be void, otherwise the same shall remain in force and effect it being expressively understood and agreed that the liability of the Surety for any all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

SEAL _____(L.S.)
Principal

_____ _____
Surety By

Form 5: Contractor Evidence of License

All firms preparing plans and specifications for work to be contracted in the State of Florida shall include in their invitations to bidders and their specifications a cop of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether they are a resident or non-resident of this State and whether a license has been issued to them or not, the information that it will be necessary for them to show everyone evidence of their license before the bid is considered.

NAME OF COMPANY _____

ADDRESS OF
COMPANY_____

PHONE NUMBER OF COMPANY_____

COMPANY CONTACT
PERSON_____

CONTRACTOR'S CURRENT
LICENSE NUMBER_____

ISSUING AGENCY STATE OF _____

EXPIRATION DATE _____

BID LIMIT _____

CLASSIFICATION_____

CERTIFICATION FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

PROJECT NAME: RIVERFRONT REVITALIZATON PHASE I

DATE: _____

LOCATION: APALACHICOLA, FLORIDA CDBG-DR PROJECT #M0034

(I)(WE) hereby certify that (I am) (we are) (prime contractor) (a subcontractor) for (SPECIFY SPECIALIZATION) _____

_____

In connection with construction of the above-mentioned CDBG-DR Project,

and that (I) (We) have appointed

_____,

whose signatures appear below, to supervise the payment of (my) (our)

employees beginning _____day of _____, 20_____.

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statutes which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the City of Apalachicola/Franklin County a new certificate appointing some other person for the purposes herein above stated.

_____ _____

Signature of Appointee Name of Firm or Corporation

List with signatures of all owners, partners, and/or officers of the Corporation below:

_____ _____

Signature Title

_____ _____

Signature **Title**

_____ _____

Signature **Title**

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll to which the new appointee executes the Statement of Certification required by the Kick-Back statutes. A new designation is not necessary as long as the person signing the Statement of Compliance is an owner, partner, or officer of the Corporation whose signature appears above.

Form 6: Certification of Bidder Regarding Equal Employment

The undersigned certifies, to the best of his or her knowledge and belief, that

1) No federal appropriated funds have been paid or will be paid by on behalf of the undersigned to any person for influencing or attempting to influence an officer, or an employee of any agency, a Member of Congress, an officer or employee of Congress, or am 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 influencing or attempting to influence an officer or employee of ny 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 instruction.

3) The undersigned shall require that the language of the certification be included in the award documents and the subaward documents at all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Grant: CDBG-DR M0034

_____

Name and Title of Signer

_____ _____

Signature Date

Form 7: Drug-Free Work Place Certification

CITY OF APALACHICOLA Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall: 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. 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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1). In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

____This firm complies fully with the above requirements.

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

Name of Firm: _____

Authorizing Official Signature: _____

Date:_____

Form 8: Anti-Collusion Clause

CITY OF APALACHICOLA

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Form 9: City of Apalachicola Byrd Anti-Lobbying Amendment Certification

This form is for a federal lobbying certification, affirming that no federal funds have been or will be used for lobbying, and outlines requirements for disclosure and penalties related to lobbying activities.

Byrd Anti-Lobbying Certification Statement

The undersigned certifies that no federal appropriated funds have been paid or will be paid to influence officers/employees of any agency, Member of Congress, or congressional employee regarding the award of federal contracts, grants, loans, or cooperative agreements.

If non-federal funds are used for such lobbying, the undersigned must submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

The undersigned shall include this certification language in all lower-tier sub-awards, requiring all sub-recipients to certify and disclose accordingly. This certification is a material representation of fact, with failures subject to civil penalties between $10,000 and $100,000.

Project Name / Contract Number:

_____

Organization Name:

_____

Printed Name and Title:

_____

Signature:

_____

Date: _____

Certified by: _____

Form 10: CERTIFICATE FROM CONTRACTOR/ SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

The Certificate from Contractor/Subcontractor Designating Officer or Employee to Supervise Payment of Employees is a legal labor compliance document (commonly known as federal HUD Form 5282) used in prevailing wage construction projects. It officially delegates payroll certification authority from the company owners or partners to a specific employee or manager.

Certificate Designating Officer or Employee to Supervise Payment of Employees

Project Name:_____
Project Location:_____
Contract Number / Project ID:_____
Date:_____

Contractor / Subcontractor Information

Company Name:_____
Entity Type: [ ] Prime Contractor / [ ] Subcontractor
Scope of Work (Trade):_____(e.g., Electrical, Carpentry, General Construction)

Certification and Appointment

(I) (We) hereby certify that (I am) (we are) the authorized officer(s) or partner(s) of the above-named firm. In connection with the construction of the aforementioned project, (I) (we) have appointed and authorized the following individual to supervise the payment of employees and to sign the weekly Certified Payroll "Statement of Compliance" documents:

- Name of Appointed Pay Supervisor:_____
- Title of Appointee:_____
- Effective Date of Service:_____

The appointed individual is in a position to possess full, personal knowledge of the facts, compliance mandates, and hours set forth in the payroll records. They are fully authorized to execute the required payroll statements under the mandates of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) with our full authority and approval.

This authorization shall remain in full force and effect until a new certificate appointing another individual is officially submitted to the designated Labor Standards Officer or Contracting Agency.

Authorizing Signature(s)

This section must be signed by an owner, corporate officer, or legal partner of the business firm before or alongside the first payroll submission.

Authorized Officer Name: _____
Title: _____
Signature: _____
Date: _____

Signature of Appointed Pay Supervisor (Sample Signature):
(The individual authorized to sign the certified weekly payroll reports)

- Submission Timeline: Submit this executed document prior to or alongside your first weekly certified payroll submission.
- When to File a New Form: You must issue a brand-new certificate immediately if the payroll clerk, HR officer, or designated pay supervisor changes.
- Who Doesn't Need This Form: If the person physically signing the weekly Statement of Compliance is already an owner, principal partner, or corporate officer listed directly on the main contract entity papers, this specific delegation form is usually not required.
- Payroll Signature Authorization
- Certificate-Designating-Employee-to-Supervise

Form 11: E-Verify Compliance

Please use this format to certify compliance with E-Verify Program.

(Company Letterhead)

(Current Date)

City of Apalachicola
1 Bay Avenue
Apalachicola, FL 32320

Re: Compliance with E-Verify Program

Project No.: _____

Project Name: _____

To the City of Apalachicola:

Please accept this letter as certification that (Company Name) does not knowingly employ or contract with any workers without authorization and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any workers without authorization.

(Company Name) participates in or has applied for participation in the E-Verify Program created by Public Law 208, 104th Congress, as administered by the United States Department of Homeland Security.

Regards,

Company's Authorized Signature
Signer's Title (Must be Managing Member for LLC or President, Secretary, Vice President for Corporation)

Form 12: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing and submitting this proposal, the prospective provider/vendor certifies to the best of its knowledge and belief that neither it, nor its principals:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or Local department or agency.
2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
4. Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective provider is unable to certify any of the statements in this certification, such prospective provider shall attach an explanation to this proposal.

SIGNATURE BLOCK

Respondent / Company Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

Form 13: Conflict of Interest and Disclosure Statement

This statement certifies participation in federally funded programs, including statements regarding debarment, fraud, and conflicts of interest. It mandates the disclosure of any inability to certify, provides a signature block for authentication, and details strict conflict of interest and procurement integrity policies for Community Development Block Grant (CDBG) programs. The document emphasizes transparency, ethical standards, and the need for disclosure of potential conflicts or exceptions to ensure compliance with federal and state regulations.

Project Name: M0034 Riverfront Revitalizations Phase I
Applicant/Beneficiary Name: _____

The undersigned, acting on behalf of [Insert Entity Name], acknowledges the strict conflict of interest policies associated with the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Commerce (FloridaCommerce) for Community Development Block Grant (CDBG) programs.

1. Prohibited Interests

Persons in decision-making positions, their families, or business partners cannot hold financial interests in CDBG-assisted activities during their tenure and for one year thereafter.

2. Disclosure of Potential Conflicts-Initial as applicable

☐ NO CONFLICT: To the best of my knowledge, no person described in Section 1 has a financial interest or benefit in this CDBG program.

☐ POTENTIAL CONFLICT: I hereby disclose the following potential conflict(s):
Name/Role: _____
Nature of Conflict: _____
(If checked, a formal Exception Request must be attached per 24 CFR § 570.611(d).

3. Procurement Integrity

Procurements for this program will be conducted fairly, with no prohibited gifts or favors accepted.

4. Certification and Acknowledgement

I understand that failure to disclose conflicts or adhere to regulations may result in fund repayment or debarment.

Signature: _____ Date: _____

Form 14: Certification of Non-Segregated Facilities

CERTIFICATION OF NON-SEGREGATED FACILITIES

Project Name / RFP Number: M0034 2026-004 Riverfront Revitalization Phase I
Company Name: [Insert Company Legal Name]
Company Address: [Insert Address]

The contractor/proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained.

The proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise.

The proposer further agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Form 15: Indemnification and Hold Harmless Statement

INDEMNIFICATION AND HOLD HARMLESS

The Respondent (hereinafter referred to as the "Contractor") shall defend, indemnify, and hold harmless the [Insert Name of City/County] (hereinafter referred to as the "Local Government"), its officers, agents, and employees, from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees and costs of defense at both trial and appellate levels, arising out of, resulting from, or in connection with the performance of work, services, or duties described in this Request for Proposals (RFP) and any resulting contract.

This indemnification obligation applies to any injury to or death of any person, or damage to or destruction of any property, caused in whole or in part by any intentional act, omission, negligence, recklessness, or wrongful misconduct of the Contractor, its subcontractors, materialmen, agents, or employees in the execution of CDBG-funded activities.

The Contractor further agrees to indemnify and hold the Local Government and the Florida Department of Commerce (Commerce) harmless from any financial loss, disallowed costs, or audit exceptions resulting from the Contractor's failure to comply with federal, state, or local CDBG program regulations, guidelines, and statutory requirements.

This indemnification and hold harmless provision shall survive the expiration, termination, or completion of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

Contractor Name: _____

Signature: _____

Printed Name & Title: _____

Date: _____

WITNESSES:

Printed Name/Date: _____

Title: _____

Print Name/Date: _____

Title:_____

Print Name/Date: _____

Title: _____

Date: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by means of ☐ physical presence or ☐ online notarization this ____day of _____, 20___, by , as _____ of _____, a _____, on behalf of said _____, who is personally known to me or ☐ has produced (type of identification) as identification.

Notary Public Printed Name:

My Commission Expires: