

A REQUEST FOR QUALIFICATIONS



CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

Contract Documents and Specifications for:

RFQ-CD-2026-0003 Downtown Revitalization Engineering & Design

Project Solicitation Date: Friday, January 23, 2025

MANDATORY Pre-Bid Conference: Tuesday, February 3, 2026 @ 11:00 AM

Question Submission Deadline: Thursday, February 12, 2026 @ 5:00 PM

Questions must be submitted via:

BidNetDirect, OpenBids, or procurement@cityofbrooksville.us

Proposal Submission Deadline: Tuesday, February 24, 2026 @ 11:00 AM

Bid Opening: Tuesday, February 24, 2026 @ 11:00 AM

Bid Evaluation Meeting: Thursday, February 26, 2026 @ 11:00 AM

Submit Bid offer to:

City of Brooksville
Procurement Division
201 Howell Ave.
Brooksville, FL 34601



SOLICITATION

TENTATIVE BID SCHEDULE

Listed above are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

THE BID PACKAGE

Each bid submitted in response to this RFQ must contain the following documents:

- Bid Cover Sheet
- Bidder's Minimum Qualifications
- Schedule of Subcontractors, where applicable
- Reference List
- Attachments A – K

Pursuant to. § 119.07 (b). Fla. Stat., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from final inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals or final replies, whichever is earlier.

COMPLETION OF BID SUBMISSION PACKAGE

It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this RFQ.

All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted; provided, however, an addendum may be added to the bid form to further explain qualifications.

Bid forms must be neatly written in ink or typed and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

BID PRICES

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

The City of Brooksville is not responsible for expenses incurred prior to award.

HOW TO SUBMIT A BID

The original and three (3) copies of the bid must be submitted in a sealed envelope. **ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID RFQ-CD-2026-0003** marked on the outside of the envelope with title, and date bids are scheduled to be received.



Please refrain from using staples or binders; original and copies can be separated by individual envelopes or binder clips.

All sealed bids must be mailed or hand-delivered to:

City of Brooksville
Procurement Division
201 Howell Ave.
Brooksville, FL 34601

Any bid received after 11:00 AM on Tuesday, February 24, 2026, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in City Hall. Bidders are responsible for ensuring that their bid is stamped by City personnel by the deadline indicated.

Bids submitted by telephone, telegram facsimile or email shall not be accepted.

Submission of a Bid implies a full understanding of this RFQ. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

This RFQ consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this RFQ, all of which are incorporated herein by this reference.

BID REJECTION

Bids may be rejected for noncompliance to requirements after review by the City.

The City of Brooksville reserves the right to reject any or all responses and to waive any irregularities or informalities.

The City reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of the City.

BID SYSTEM

The City of Brooksville officially distributes solicitation and addenda documents through the Florida Online Bid System (www.BidNetDirect.com), Euna OpenBids (demandstar.com), and the City of Brooksville website. Solicitation documents may be downloaded using these systems.

The City of Brooksville is not responsible for solicitation and addenda documents obtained from sources other than the Florida Online Bid System, Euna OpenBids, the City website, or the City Procurement Division. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents.

Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System, Euna OpenBids, or the City website will receive addenda and other important information if issued.

All addenda can be found on the City website, the Florida Online Bid System, Euna OpenBids, or obtained through the City Procurement Division. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents.



If you obtained a solicitation document or addenda from any other source than the Florida Online Bid System, Euna OpenBids, or the City of Brooksville website, it is highly recommended that you register as a vendor and download the official document at www.BIDNETDIRECT.com, demandstar.com, or www.cityofbrooksville.us.

PRE-BID CONFERENCE –

A MANDATORY Pre-bid Meeting will be held on Tuesday, February 3, 2026, at 11:00 AM, at Council Chambers at the City of Brooksville City Hall, 201 Howell Ave., Brooksville, FL, 34601. The purpose of the pre-bid conference is to allow potential Proposer/Contractors an opportunity to present questions to staff, and obtain clarification of the requirements contained in the solicitation. This conference will be held only once, and is open to the public. Please contact the Procurement Division for further information.



RFQ-CD-2026-0003 DOWNTOWN REVITALIZATION ENGINEERING & DESIGN SUMMARY OF WORK

**CITY OF BROOKSVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT**

FUNDED BY THE FLORIDA DEPARTMENT OF COMMERCE (FDOC)

CDBG No. 23DB-C01

2021 CDBG Community Revitalization

SCOPE OF WORK TO INCLUDE:

- Project Management & Meetings
- Engineering & Design
 - Sidewalk Repair
 - Roadway Milling & Resurfacing
 - Street Light Installation Coordination
 - Fire Hydrant Installation



TABLE OF CONTENTS

Article I	CITY OF BROOKSVILLE GENERAL PROVISIONS	
Section 1.01	CONE OF SILENCE DURING SOLICITATION AND LOBBYING PROHIBITION	7
Section 1.02	AMERICANS WITH DISABILITIES ACT	7
Section 1.03	ACCEPTANCE/REJECTION/MODIFICATION TO BID	7
Section 1.04	ACKNOWLEDGMENT OF ADDENDUM	7
Section 1.05	ALTERNATIVE BIDS	8
Section 1.06	ANTITRUST	8
Section 1.07	APPLICABLE LAW	8
Section 1.08	ASSIGNMENT	8
Section 1.09	AWARD	8
Section 1.10	BID ACCEPTANCE PERIOD	8
Section 1.11	BID CLARIFICATIONS	8
Section 1.12	PROPOSER/CONTRACTOR CERTIFICATION	9
Section 1.13	PROPOSER/CONTRACTOR INVESTIGATIONS	9
Section 1.14	BID ENVELOPES	9
Section 1.15	BID FORM SUBMISSION	9
Section 1.16	BUSINESS NAME REQUIREMENT	9
Section 1.17	BID RECEIPT AND OPENING	10
Section 1.18	BID WITHDRAWAL	10
Section 1.19	BID PROTEST	10
Section 1.20	BRAND NAMES	10
Section 1.21	CANCELLATION	11
Section 1.22	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	11
Section 1.23	CHANGE IN SCOPE OF WORK	11
Section 1.24	COLLUSION AMONG PROPOSER/CONTRACTORS	11
Section 1.25	CONFLICT OF INTEREST	11
Section 1.26	DEBARMENT	11
Section 1.27	E-VERIFY COMPLIANCE	12
Section 1.28	AUDIT COOPERATION FOR GRANT FUNDED PROJECTS	12
Section 1.29	ERRORS IN EXTENSIONS	12
Section 1.30	ETHICS IN PUBLIC PROCUREMENT	12
Section 1.31	EXCEPTIONS	13
Section 1.32	EXPENSES INCURRED IN PREPARING BID	13
Section 1.33	FAILURE TO DELIVER	13
Section 1.34	FAILURE TO ENFORCE	13
Section 1.35	FAIR LABOR STANDARDS	13
Section 1.36	FORCE MAJEURE	13
Section 1.37	IDENTICAL BIDS	13
Section 1.38	INDEMNIFICATION	13
Section 1.39	INDEPENDENT PROPOSER/CONTRACTOR	14
Section 1.40	INFORMALITIES AND IRREGULARITIES	14
Section 1.41	LAW COMPLIANCE	14
Section 1.42	LIMITATION OF COST	14
Section 1.43	LIQUIDATED DAMAGES	14
Section 1.44	NON-APPROPRIATION	15
Section 1.45	NON-DISCRIMINATION	15
Section 1.46	OFFICIAL DOCUMENTS	15
Section 1.47	ORAL STATEMENTS	16
Section 1.48	PATENTS AND ROYALTIES	16
Section 1.49	PAYMENT PROCEDURES CONSTRUCTION CONTRACT	16



Section 1.50	PAYMENT TERMS AND CONDITIONS OTHER THAN CONSTRUCTION	16
Section 1.51	PUBLIC INFORMATION	17
Section 1.52	PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING	17
Section 1.53	PROPOSER/CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS	17
Section 1.54	PUBLISHED PRODUCT SPECIFICATIONS	17
Section 1.55	PURCHASE ORDER REQUIREMENT	18
Section 1.56	QUALIFICATIONS OF PROPOSER/CONTRACTORS	18
Section 1.57	QUALITY OF GOODS	18
Section 1.58	RECOVERY OF MONEY	18
Section 1.59	RIGHT TO AUDIT	19
Section 1.60	RISK OF LOSS	19
Section 1.61	SCRUTINIZED COMPANIES	19
Section 1.62	TABULATIONS	20
Section 1.63	TAXES	20
Section 1.64	UNSATISFACTORY WORK	20
Section 1.65	VENDORS LIST	20
Section 1.66	WARRANTIES	20
Article II	SPECIAL PROVISIONS	
Section 2.01	ADDITION/DELETION	21
Section 2.02	BONDS REQUIRED	21
Section 2.03	CONTRACT TERM	22
Section 2.04	COPYRIGHT	22
Section 2.05	COST REIMBURSEMENT	22
Section 2.06	ECONOMIC ADJUSTMENT	23
Section 2.07	FEDERAL AID CONSTRUCTION CONTRACT	23
Section 2.08	INSURANCE REQUIREMENTS	23
Section 2.09	MOTOR VEHICLE LICENSING	25
Section 2.10	QUANTITIES	25
Section 2.11	REPORT STANDARDS	25
Section 2.12	SALES TAX	25
Section 2.13	SPECIFICATIONS	25
Section 2.14	TRAFFIC CONTROL	25
Section 2.15	VENDOR'S EQUIPMENT	26
Article III	BID EVALUATION SHEET	27
ATTACHMENT A	BID FORM	A-1,2
ATTACHMENT B	AUTHORIZATION	B-1
ATTACHMENT C	OFFEROR INFORMATION/CERTIFICATION FORM	C-1,2
ATTACHMENT D	ADDENDA ACKNOWLEDGEMENT	D-1
ATTACHMENT E	DRUG FREE WORKPLACE CERTIFICATE	E-1
ATTACHMENT F	PUBLIC ENTITY CRIMES	F-1,2
ATTACHMENT G	AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST	G-1
ATTACHMENT H	VENDOR INFORMATION FORM	H-1
ATTACHMENT I	NOTARY ACKNOWLEDGEMENT	I-1
ATTACHMENT J	BID PROPOSAL CHECKLIST	J-1
ATTACHMENT K	INDEPENDENT CONTRACTOR SAMPLE AGREEMENT	ICA 1-13



Article I. CITY OF BROOKSVILLE GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

Section 1.03 CONE OF SILENCE DURING SOLICITATION AND LOBBYING PROHIBITION

The City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFQ. The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

Communicating with or lobbying of evaluation committee members, city or county government employees, or elected officials (including Mayor and City Council Members) regarding requests for proposals, requests for qualifications, bids, or contracts by the Proposer/Contractors or any member of the Proposer/Contractor's staff, an agent of the Proposer/Contractor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Proposer/Contractor from contacting the Procurement Specialist to address concerns, or grievances, or receive clarification about a particular procurement.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with City or County Persons (including Mayor and City Council Members) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a Proposer/Contractor may have an interest outside of the solicitation.

Section 1.04 AMERICANS WITH DISABILITIES ACT

The City of Brooksville does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Procurement staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Please be advised that if you contact the City by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

Section 1.05 ACCEPTANCE/REJECTION/MODIFICATION TO BID

The City of Brooksville may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the City deems it in its best interest to do so. The City may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

Section 1.06 ACKNOWLEDGMENT OF ADDENDUM

Proposer/Contractors shall acknowledge receipt of any addendum to the solicitation by identifying the



addendum number in the space provided for this purpose on Attachment D, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by the City of Brooksville by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

Section 1.07 ALTERNATIVE BIDS

The Proposer/Contractor WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If a Proposer/Contractor submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

Section 1.08 ANTITRUST

By entering into a contract, the Proposer/Contractor conveys, sells, assigns, and transfers to the City of Brooksville all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City under the said contract.

Section 1.09 APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of the City of Brooksville, Hernando County, Florida. The Proposer/Contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Proposer/Contractor will in no way be a cause for relief from responsibility.

Section 1.10 ASSIGNMENT

The successful Proposer/Contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City of Brooksville.

Section 1.11 AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the City of Brooksville to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible Proposer/Contractor. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the Proposer/Contractor's offered equipment may be used to determine the lowest Proposer/Contractor. Such analysis may be based upon the Proposer/Contractor's proposal data and other data which is gathered by the City. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of Proposer/Contractor, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. The City of Brooksville reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in the City's best interest.

Section 1.12 BID ACCEPTANCE PERIOD

The Proposer/Contractor agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Proposer/Contractor will furnish to the City of Brooksville all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the Proposer/Contractor specifies a shorter acceptance period may be rejected.

Section 1.13 BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any



part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests can be submitted through the Florida Online Bid System (BidNetDirect.com) or via email to the Procurement Division at procurement@cityofbrooksville.us. The request shall be clearly marked in the subject line as a "PREBID QUESTION" and must include the solicitation number. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. All questions will be answered as an addendum to the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. The City of Brooksville shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Proposer/Contractor waiving his/her right to dispute the bid specification.

Section 1.14 PROPOSER/CONTRACTOR CERTIFICATION

The Proposer/Contractor agrees that submission of a signed bid form is certification that the Proposer/Contractor will accept an award made to it as a result of the submission.

Section 1.15 PROPOSER/CONTRACTOR INVESTIGATIONS

Before submitting a bid, each Proposer/Contractor shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by the City of Brooksville upon which the Proposer/Contractor will rely. If the Proposer/Contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Proposer/Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Proposer/Contractor for additional compensation.

Section 1.16 BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express company or express mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

Section 1.17 BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Proposer/Contractor is a firm or corporation, the Proposer/Contractor must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the Proposer/Contractor must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

Section 1.18 BUSINESS NAME REQUIREMENT

The Proposer/Contractor must provide on the Bid Form, Proposer/Contractor Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Proposer/Contractor must immediately notify the Procurement Division as to the change and provide all supporting documentation.



Section 1.19 BID RECEIPT AND OPENING

The City of Brooksville will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the City of Brooksville City Hall, located at 201 Howell Avenue, Brooksville, Florida, 34601. Bids must be time stamped before or, on the hour and date indicated on the cover sheet of the solicitation. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the Proposer/Contractor unopened. It is the responsibility of the Proposer/Contractor to ensure that bids arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with § 119.071, Fla. Stat., sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to include all the forms required with any bid will result in the Proposer/Contractor being deemed non-responsive and will result in rejection of the bid.

Section 1.20 BID WITHDRAWAL

To withdraw a bid that includes a clerical error after bid opening, the Proposer/Contractor must give notice in writing to the City of Brooksville of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the Proposer/Contractor requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A Proposer/Contractor may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to the City; no explanation is required. No Proposer/Contractor who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with the City of Brooksville. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

Section 1.21 BID PROTEST

Any person or entity whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the contract may protest such decision, but only in strict compliance with the **Bid Protest Procedures**. This Policy shall apply to protests by bidders and proposers when the City Manager or a Department Director recommends a purchase of goods, supplies, equipment or services that would cost ten thousand dollars (\$10,000) or more.

For information on the Bid Protest Procedure, Proposers/Contractors may contact the City of Brooksville Procurement Division.

Section 1.22 BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive and is used only to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offer shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by the City of Brooksville. The determination as to whether any alternate product or service is or is not equal shall be made by the City, and such determination(s) shall be final and binding upon all Proposer/Contractors.

Section 1.23 CANCELLATION

The City of Brooksville reserves the right to cancel a resulting contract, without cause, by giving thirty (30)



days prior written notice to the Proposer/Contractor of the intention to cancel, or with cause if at any time the Proposer/Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Proposer/Contractor to comply with any of the provisions of the resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the City. In addition to all other legal remedies available to the City, the City of Brooksville reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City of Brooksville.

Section 1.24 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Proposer/Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication, or agreement with any other Proposer/Contractor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Section 1.25 CHANGE IN SCOPE OF WORK

The City of Brooksville may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Proposer/Contractor that the scope of the project or of the Proposer/Contractor's services has been changed, requiring changes to the amount of compensation to the Proposer/Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment/Change Order (CO) to the contract or purchase order signed by the City's designated Project Manager. If the Proposer/Contractor believes that any specific work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Proposer/Contractor, the Proposer/Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the Proposer/Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Section 1.26 COLLUSION AMONG PROPOSER/CONTRACTORS

Each Proposer/Contractor, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the Proposer/Contractors. The City or Brooksville may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Proposer/Contractor has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the Proposer/Contractor is believed to have interest. Nothing in this clause shall preclude a firm acting as a Sub-proposer/Sub-contractor to be included as a Sub-proposer/Sub-contractor for two (2) or more primary Proposer/Contractor(s) submitting a bid for the work.

Section 1.27 CONFLICT OF INTEREST

The Proposer/Contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the City of Brooksville is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

Section 1.28 DEBARMENT

By submitting a bid, the Proposer/Contractor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.



Section 1.29 E-VERIFY COMPLIANCE

The City of Brooksville is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the City encourages all consultants, Proposer/Contractors (and/or their Sub-proposer/Sub-contractor(s) under contract with or performing work for the City to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with Federal employment eligibility verification requirements as part of its hiring practices. By submitting a response to this Solicitation, the Proposer/Contractor certifies that it is registered with, and will use, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees during the term of any Contract awarded as a result of this Solicitation.

The selected consultant or Proposer/Contractor shall also require each Sub-consultant/Sub-proposer/Sub-contractor performing work under the Contract to likewise register with and use the E-Verify system to verify the work authorization status of all newly hired employees and shall obtain from each such Sub-consultant/Sub-proposer/Sub-contractor an affidavit stating that it does not employ, contract with, or subcontract with an unauthorized alien, as that term is used in section 448.095, Florida Statutes.

The Contractor shall retain a copy of all subcontractor affidavits for the duration of the Contract and shall provide copies to the City upon request. The City reserves the right to request verification of compliance from its consultants and Proposer/Contractors during the term of its contract with the City and for a period of up to five (5) years thereafter. Should a City-retained consultant, Proposer/Contractor and/or its Sub-consultants/Sub-proposers/Sub-contractors be found to be noncompliant with E-Verify as part of a Federal audit or other inquiry, the consultant, Proposer/Contractor, and/or its Sub-consultant/Sub-proposer/Sub-contractor(s) will be solely responsible for the payment of any fines or costs imposed upon the City as a result of such noncompliance.

Section 1.30 AUDIT COOPERATION REQUIREMENT FOR GRANT FUNDED PROJECTS

In those instances where state funding is involved, the selected Proposer/Contractor, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant § Section 20.055 (5), Fla. Stat. By submitting a bid to this solicitation, the Proposer/Contractor certifies that they understand and will comply with this subsection.

Section 1.31 ERRORS IN EXTENSIONS

The Proposer/Contractor must initial erasures or corrections in any Bid Form in ink. The CITY shall reject any Bid Form with such erasures or corrections where City staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful Proposer/Contractor based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Therefore, each Proposer/Contractor shall proportionately distribute overhead and profit across the unit prices. Significant changes in quantities, including total deletions, are possible through an approved amendment/Change Order to the contract.

Section 1.32 ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in § Chapter 112, Florida Statute. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a Proposer/Contractor, Supplier, Sub-proposer/Sub-contractor, 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. § 287.017, Fla. Stat., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Proposer/Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Proposer/Contractor, Supplier, Manufacturer, or Sub-proposer/contractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

Section 1.33 EXCEPTIONS

Proposer/Contractors taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the Proposer/Contractor's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the City of Brooksville (in its sole discretion), shall be subject to rejection in whole or in part.

Section 1.34 EXPENSES INCURRED IN PREPARING BID

The City of Brooksville accepts no responsibility for any expense incurred by the Proposer/Contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Proposer/Contractor.

Section 1.35 FAILURE TO DELIVER

In the event of failure of the Proposer/Contractor to deliver the goods and services in accordance with the contract terms and conditions, the City of Brooksville may procure the goods and services from other sources and hold the Proposer/Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the City of Brooksville for a maximum of five (5) years. These remedies shall be in addition to any other remedies that the City of Brooksville may have available.

Section 1.36 FAILURE TO ENFORCE

Failure by the City of Brooksville at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Section 1.37 FAIR LABOR STANDARDS

By submission of a bid, the Proposer/Contractor certifies that the Proposer/Contractor(s) and/or Sub-Proposer/Contractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

Section 1.38 FORCE MAJEURE

The Proposer/Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the Proposer/Contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the Proposer/Contractor under the solicitation, the Proposer/Contractor must submit certification from its supplier that the materials required were acquired by the Proposer/Contractor after the tariffs went into effect and that the Proposer/Contractor now must pay additional costs for the materials or equipment. The City of Brooksville has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

Section 1.39 IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the City Attorney and/or the Procurement Specialist for investigation.



Section 1.40 INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the Proposer/Contractor to be included and paid for in the contract price, the Proposer/Contractor shall indemnify, defend, and hold harmless the City of Brooksville and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Proposer/Contractor and Sub-proposer/Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of the City of Brooksville.

In any and all claims against the City of Brooksville or any of its agents or employees by any employee of the Proposer/Contractor, any Sub-proposer/Sub-contractor(s), anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the Proposer/Contractor or any Sub-Proposer/Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

Section 1.41 INDEPENDENT PROPOSER/CONTRACTOR

The Proposer/Contractor shall be legally considered an Independent Contractor and neither the Proposer/Contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Brooksville; and the City of Brooksville shall be at no time legally responsible for any negligence or other wrongdoing by the Proposer/Contractor, its servants, or agents. The City of Brooksville shall not withhold from the Proposer/Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Proposer/Contractor. Further, the City of Brooksville shall not provide to the Proposer/Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the City for its employees.

Section 1.42 INFORMALITIES AND IRREGULARITIES

The City of Brooksville has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer/Contractor with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The City reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of the City.

Section 1.43 LAW COMPLIANCE

Each party will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the Proposer/Contractor/vendor/named party, verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The City of Brooksville will consider the employment of unauthorized aliens by any Proposer/Contractor, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the City of Brooksville.

Section 1.44 LIMITATION OF COST

The Proposer/Contractor agrees to perform the work specified and complete all obligations under the contract



within the stated amounts.

Section 1.43 LIQUIDATED DAMAGES

YES **NO**

Each Proposer/Contractor is reminded that time is of the essence of this project, and failure to complete the work on time shall constitute a material breach of the Independent Proposer/Contractor Agreement, the basis for a determination of the default of the Proposer/Contractor, and termination of the agreement for cause.

In lieu of termination of the agreement for cause, the City may opt to include a liquidated damages clause of which shall be included in the Contract Documents. An amount determined for liquidated damages at the daily rate specified shall be assessed against the successful Proposer/Contractor not complying with a stated delivery time specified in this bid solicitation (See Bid Form) and any subsequent change orders by the substantial completion date and/or final completion date then the work is considered to be late. The damage figure stipulated must be a reasonable estimate of the probable loss to the agency, and not calculated simply to impose a penalty on the Proposer/Contractor.

When the Proposer/Contractor is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the Procurement Officer will issue a letter in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date notifying the Proposer/Contractor that liquidated damages will be assessed each calendar day until the work is completed and accepted by the City Representative for substantial or final completion date whichever one applies. Liquidated damages shall be deducted at the daily rate in the amount stated in the Independent Proposer/Contractor Agreement documents from any monies due the Proposer/Contractor. The City Manager, however, retains discretion to recommend to the Council that any portion or all of the liquidated damages be waived in order to advance the best interests of the City.

Any failure of the City to provide written notice to the Proposer/Contractor within the applicable thirty (30) day period of its intent to assess liquidated damages shall not constitute a waiver of the right of the CITY to liquidated damages, or otherwise relieve the contractor of liability for liquidated damages.

Section 1.44 NON-APPROPRIATION

All funds for payment by the City of Brooksville under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City of Brooksville for the services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Proposer/Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect, and the City shall not be obligated under this contract beyond the date of termination.

Section 1.45 NON-DISCRIMINATION

By submission of bid, the Proposer/Contractor certifies that the Proposer/Contractor(s) and/or Sub-proposer/Sub-contractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

Section 1.46 OFFICIAL DOCUMENTS

The City of Brooksville officially distributes solicitation and addenda documents through the Florida Online Bid System (www.BidNetDirect.com) and the City of Brooksville website. Solicitation documents may be downloaded using these systems. The City of Brooksville is not responsible for solicitation and addenda documents obtained from sources other than the Florida Online Bid System, the City website or the City



Procurement Division. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Procurement Division will receive addenda and other important information if issued. All addenda can be found on the City website, the Florida Online Bid System or obtained through the City Procurement Division. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents.

IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE CITY OF BROOKSVILLE WEBSITE, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT www.bidnetdirect.com.

Section 1.47 ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by the City of Brooksville.

Section 1.48 PATENTS AND ROYALTIES

The Proposer/Contractor covenants to save, defend, keep harmless, and indemnify the City of Brooksville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost - including court costs and attorneys' fees, charges, liability, and exposure, however caused - for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Brooksville. If the Proposer/Contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

Section 1.49 PAYMENT PROCEDURES CONSTRUCTION CONTRACT

The City of Brooksville will process payments in a timely manner and in accordance with § 218.735, Fla. Stat., Construction Contract Prompt Payment Law.

Several payment options are available to the successful Proposer/Contractor upon receipt of an approved invoice:

- a. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after City Council's approval.
- b. Check may be picked up in the City of Brooksville at City Hall. The Proposer/Contractor must pick up the check the day after the City Council's approval. The successful Proposer/Contractor must call (352) 540-3810 for detailed instructions.
- c. Payment may be sent by EFT to the vendor's bank account. The vendor must call (352) 540-3810 for detailed instructions.

Section 1.50 PAYMENT TERMS AND DISCOUNTS OTHER THAN CONSTRUCTION

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. The City of Brooksville will pay the vendor within forty-five (45) days after the receipt of a correct and approved invoice for the specified work or goods received. Payments will be made according to the contract/agreement documents.



Discounts for prompt payment requiring payment by the City of Brooksville within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

Section 1.51 PUBLIC INFORMATION

After the City provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's Public Records Law. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the City. If denied, the Proposer/Contractor shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Proposer/Contractor.

Section 1.52 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Sec. 287.05701, Fla. Stat., the City of Brooksville shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if a vendor is a responsible vendor.

Section 1.53 PROPOSER/CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The Proposer/Contractor shall comply with the requirements of Chapter 119, Florida Statute, Florida's Public Records Law. To the extent required by § 119.0701 Fla. Stat., Proposer/Contractor shall (a) keep and maintain public records required by the City to perform the service under the Agreement; (b) upon request from the City's custodian of public records provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records Law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Proposer/Contractor does not transfer the records to the City; and (d) upon completion of the contract, transfer, at no cost to the City all public records in possession of Proposer/Contractor. Upon transfer, Proposer/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All documentation produced as part of this Agreement will become the property of the City. This paragraph shall survive the expiration or termination of this Agreement.

IF THE PROPOSER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTE CHAPTER 119, TO THE PROPOSER/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE, 201



HOWELL AVENUE, BROOKSVILLE, FL 34601 OR AT (352) 540-3880.

Under Florida Law, a Proposer/Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under § 119.10, Fla. Stat., and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

Section 1.54 PUBLISHED PRODUCT SPECIFICATIONS

The Proposer/Contractor should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the City is unable to verify compliance with the specifications, the response may be rejected. The City's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

Section 1.55 PURCHASE ORDER REQUIREMENT

Purchases of the City of Brooksville are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering department has budgeted funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. The City of Brooksville will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the Proposer/Contractor.

Section 1.56 QUALIFICATIONS OF PROPOSER/CONTRACTORS

The Proposer/Contractor may be required, before the award of any contract, to show to the complete satisfaction of the City of Brooksville that it has the necessary facilities, ability, and financial resources to provide the service specified therein, in a satisfactory manner. The Proposer/Contractor may also be required to give work history and references to satisfy the City of Brooksville regarding the Proposer/Contractor's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer/Contractor to perform the work, and the Proposer/Contractor shall furnish to the City all information for this purpose that may be requested.

The City of Brooksville reserves the right to reject any bid if the evidence submitted by, or investigation of, the Proposer/Contractor fails to satisfy the City that the Proposer/Contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer/Contractor's qualifications shall include:

- The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- The ability of the Proposer/Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Proposer/Contractor.
- The quality of performance of previous contracts or services.

Section 1.57 QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment and/or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the Proposer/Contractor having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be



promptly corrected by the Proposer/Contractor at no cost to the City of Brooksville. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by the City of Brooksville.

Section 1.58 RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Proposer/Contractor to the City of Brooksville, the same amount may be deducted from any sum due the Proposer/Contractor under the contract or under any other contract between the Proposer/Contractor and the City of Brooksville. The rights of the City are in addition and without prejudice to any other right to claim the amount of any loss or damage suffered by the City by the acts or omissions of the Proposer/Contractor.

Section 1.59 RIGHT TO AUDIT

The successful Proposer/Contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by the City of Brooksville from the subject vendor. The Proposer/Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

Section 1.60 RISK OF LOSS

The City of Brooksville shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of the Proposer/Contractor prior to acceptance by the City of Brooksville. At such time, the risk of loss or damage for goods shall pass to the City. The Proposer/Contractor shall not be responsible for damage to the goods occasioned by negligence of the City or its employees.

Section 1.61 SCRUTINIZED COMPANIES / BOYCOTT OF ISRAEL

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created under s. 215.473, Florida Statutes, or if it is engaged in business operations in Cuba or Syria as identified in section 287.135, Florida Statutes.

By submitting a response to this Solicitation, Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and that it and its subcontractors are not engaged in a boycott of Israel. If the Agreement that may result from this RFQ is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

The City may, at its sole option, terminate the Contract if: (a) The Contractor is found to have submitted a false certification under this section; or (b) The Contractor is placed on any Scrutinized Companies list or is found to be engaged in a boycott of Israel or prohibited business operations during the term of the Contract.



Section 1.62 TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at City Hall.

Section 1.63 TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Proposer/Contractor believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units per required specifications, and not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. The City of Brooksville does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by Proposer/Contractors who use the tangible personal property in the performance of contracts for improvement of City-owned real property. Please refer to § Chapter 192, Fla. Stat.

Section 1.64 UNSATISFACTORY WORK

If, at any time during the contract term, the services or work performed by the Proposer/Contractor is considered by the City of Brooksville to create a condition that threatens the health, safety, or welfare of the community, the Proposer/Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Proposer/Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Proposer/Contractor. Notwithstanding the above, the City of Brooksville reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days prior written notice to the Proposer/Contractor of the intention to cancel.

Section 1.65 VENDORS LIST

Vendors must visit www.bidnetdirect.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for the City of Brooksville as well as other participating agencies throughout Florida. Vendors may also visit the City of Brooksville's website and register on the Solicitation List Application form provided and submit to procurement@cityofbrooksville.us or may be mailed to City of Brooksville, Procurement Division, 201 Howell Ave., Brooksville, FL 34601.

Section 1.66 WARRANTIES

The Proposer/Contractor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Proposer/Contractor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of this award.

END OF GENERAL PROVISIONS

Article II. SPECIAL PROVISIONS



In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

Section 2.03 ADDITION/DELETION

The City of Brooksville's City Council reserves the right to add or delete any item from this bid or resulting award when deemed to be in the best interest of the City.

Section 2.04 BONDS REQUIRED

1. **Bid Bond:** YES NO

A Bid Bond, cashier's check, or certified check, in the amount of five percent (5%) of the amount of the bid, made payable to the City of Brooksville shall accompany each bid. The bid surety of all Proposer/Contractors shall be retained until after the award of the contract is made. The bid surety of the successful Proposer/Contractor shall be retained until the posting of a Performance Bond. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida.

*The failure of the Proposer/Contractor to include a Bid Bond, cashier's check, or certified check, in the amount of five percent (5%) of the amount of the bid, **will result in the bid being rejected as 'non-responsive'**. Award will then be made to the next lowest, responsive, and responsible Proposer/Contractor.*

2. **Performance Bond:** YES NO

A Performance Bond, in the amount of 100 percent (100%) of the bid, shall be required of the successful Proposer/Contractor to ensure satisfactory completion of the work. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of a Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of the Florida Insurance Administrative Code and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.

The Proposer/Contractor shall record the Performance Bond in Hernando County public records as required by §255.05 Florida Statutes. The Proposer/Contractor shall furnish a certified copy of the recorded Performance Bond to the City before the Notice to Proceed, when required, or before payment will be issued. The failure of the Proposer/Contractor to accept an award and file and provide an acceptable Performance Bond within fifteen (15) days after receipt of contract but prior to any work activities shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City of Brooksville as liquidated damages. Award may then be made to the next, lowest, responsive, and responsible Proposer/Contractor.

3. **Payment Bond:** YES NO



A Payment Bond, in the amount of 100 percent (100%) of the bid, shall be required of the successful Proposer/Contractor to guarantee payment of all persons who have and fulfill contracts with the Proposer/Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a Corporate Surety Bond issued by a surety company authorized to do business in the State of Florida. The Attorney in Fact, who signs the bond, must file with the bond, a certificate and effective dated copy of a Power of Attorney. The surety company shall have a current, valid Certificate of Authority issued by the State of Florida. The surety company shall have current, valid Certificate of Authority issued by the United States Treasury Department under Sections 9304 to 9308 of Title 31 of the U.S. Code. The surety company shall be in full compliance with the provisions of the Florida Insurance Administrative Code and shall have at least twice the minimum surplus and capital required by the same at the time the Invitation for Bid is issued.

The Proposer/Contractor shall record the Payment Bond in Hernando County public records as required by §255.05 Florida Statutes. The Proposer/Contractor shall furnish a certified copy of the recorded Payment Bond to the City before the Notice to Proceed, when required, or before payment will be issued. The failure of the Proposer/Contractor to accept an award and file and provide an acceptable Payment Bond within fifteen (15) days after receipt of contract but prior to any work activities shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City of Brooksville as liquidated damages. Award may then be made to the next, lowest, responsive, and responsible Proposer/Contractor.

4. **Alternative Security:** In lieu of the bonds required by this solicitation or contract, the successful Proposer/Contractor may file with the City of Brooksville an alternative form of security that shall be in the form of cash, money order, certified check, or cashier's check. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by the City.

Section 2.05 CONTRACT TERM

The contract period will begin on date of the City of Brooksville City Council approval and continue for the period of time reflected in the contract under the same prices, terms, and conditions as in the original contract approved by the City Council, unless cancelled in writing by the City. All contracts are subject to the appropriation of funds by the City of Brooksville.

Section 2.06 COPYRIGHT

The Proposer/Contractor shall irrevocably transfer, assign, set over, and convey to the City of Brooksville, all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The Proposer/Contractor further agrees to execute such documents as the City of Brooksville and/or City Council may request to affect such transfer or assignment. Further, the Proposer/Contractor agrees that the rights granted to the City by this paragraph are irrevocable. The Proposer/Contractor's remedy in the event of termination of or dispute over any agreement entered into as the result of this Request for Proposal shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as the result of this Request for Proposal shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.



Section 2.07 COST REIMBURSEMENT

Unless an alternative cost methodology is specified herein, the Proposer/Contractor agrees that payment by the City of Brooksville to the Proposer/Contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the Proposer/Contractor in the following manner: The City shall reimburse the Proposer/Contractor, in accordance with the contract/agreement documents, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the Proposer/Contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices or included in the Proposer/Contractor's invoice submitted to the City that would increase the dollar amount indicated on the suppliers' invoices for the materials purchased for the assigned job. All incidental costs, including allowances for profit and tools of the trade, must be included in the contract hourly labor rates.

Section 2.08 ECONOMIC PRICE ADJUSTMENT

Any reference in the solicitation to *economic price adjustment* or *price escalation* shall be considered to mean price decreases as well as increases, unless otherwise stipulated.

Bids will be evaluated on the basis of prices bid without consideration of the allowable escalation. If a Proposer/Contractor increased the ceiling stipulated in the Request for Proposal or places limits on the provisions of the Request for Proposal that allow prices to drop in accordance with the movement of the escalator, the bid will be rejected as nonresponsive.

If a Proposer/Contractor deletes the price escalation clause from its bid, the bid will be rejected as nonresponsive. If a Proposer/Contractor lowers the ceiling stipulated in the Request for Proposal, the bid will be evaluated at the base price in the same manner as those bids that do not reduce the stipulated ceiling. If the Proposer/Contractor offering a lower ceiling ultimately receives the award, that ceiling will be incorporated into the contract documents.

Section 2.07 FEDERAL-AID CONSTRUCTION CONTRACT Yes NO

Federal-aid construction projects shall be subject to the provisions under the terms and conditions as set forth the original contract approved by the City Council.

Section 2.08 INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the Proposer/Contractor is entitled to commence any part of the project, work, or services under this contract, the Proposer/Contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the City, its officials, agents, or employees.

1. WORKERS' COMPENSATION

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

2. COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED

Proposer/Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of



\$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Proposer/Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

4. BUILDERS RISK INSURANCE Yes No

When a contract includes **construction of and/or additions to above ground buildings or structures**, Builders Risk coverage must be provided. Contract specifications should state whether the owner or contractor takes out this policy. The contract should specify a waiver of subrogation between the owner and contractor to the extent that damage to the project is covered by insurance.

The contractor shall purchase and maintain Builders Risk Insurance to cover the subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks.

The policy is to be endorsed to cover the interests of all parties, including the Entity and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy the facility under construction/renovation during such activity.

5. EVIDENCE OF INSURANCE

The Proposer/Contractor shall furnish the (Entity) with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The (Entity) is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the (Entity) before the commencement of any work activities.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to the City of Brooksville by certified mail to: The City of Brooksville, Procurement Specialist; 201 Howell Street; Brooksville, FL 34601. The Proposer/Contractor shall also notify the City of Brooksville, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said Proposer/Contractor from its insurer; and nothing contained herein shall absolve the Proposer/Contractor of this requirement to provide notice.



2. Companies issuing the insurance policy, or policies, shall have no recourse against the City of Brooksville for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the Proposer/Contractor.
3. The term "City" or "the City of Brooksville" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City of Brooksville.
4. The City of Brooksville's Public Works Department shall be endorsed to the required policy or policies as an additional insured, with the exception of Worker's Compensation and Professional Liability, if applicable.
5. The City of Brooksville shall also be listed as a certificate holder.
6. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the City of Brooksville to any such future coverage, or to the City of Brooksville's self-insured retentions of whatever nature.

Section 2.09 MOTOR VEHICLE LICENSING

The Proposer/Contractor shall comply with Chapter 320, Florida Statute. Failure to comply may result in a determination of no responsibility on the basis that the Proposer/Contractor is not qualified to legally contract with the City of Brooksville and may further cause such noncompliant offers to be rejected.

Section 2.10 QUANTITIES

The City of Brooksville shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

Section 2.11 REPORT STANDARDS

Reports or written material prepared by the Proposer/Contractor in response to the requirements of this contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Manager, and shall be submitted in draft form for advance review and comment by the Procurement Manager. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the contract requirements shall be borne by the Proposer/Contractor.

Section 2.12 SALES TAX

The City of Brooksville, as a governmental entity, is exempt from sales tax under Florida Law. A copy of the City's tax-exempt certificate or number will be provided at the time a purchase order is issued.

Section 2.13 SPECIFICATIONS

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense by the City of Brooksville. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.



Section 2.14 TRAFFIC CONTROL

The Proposer/Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the City of Brooksville. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the Proposer/Contractor shall use workers and traffic control signs and devices necessary to comply with all applicable federal, state, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the Proposer/Contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the Proposer/Contractor. No separate payment shall be made by the City for this work. All cost of this work is included by the Proposer/Contractor as part of the contract price. The plan for traffic control shall be as directed by the City. A Right-of-Way Use Permit shall be obtained from the City prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

Section 2.15 VENDOR'S EQUIPMENT

Responding vendors must submit a list of owned equipment and major tools, and a list of current employees and respective skill level or discipline. The City of Brooksville's City Council, at its sole discretion, reserves the right to award this work to vendors who are able to demonstrate current ownership and possession of the equipment, tools, and personnel deemed reasonably sufficient to perform the specified work at the lowest possible cost.

It is the City of Brooksville's intent to award this work to a Proposer/Contractor at the lowest possible cost, while securing sufficient quality of services. Preference may be given to those vendors who own and possess the necessary tools, equipment, and services to minimize reimbursement costs associated with rentals and purchases from third parties.

END OF SPECIAL PROVISION



Article III: BID EVALUATION SHEET

Brooksville FY 2026
Evaluation RFQ-CD-2026-0003 - Downtown Revitalization Engineering Design

Award Criteria	Point Value	Bid 1	Bid 2	Bid 3
Bidder/Proposer	-----			
Bid	-----			
Local Preference	-----			
Responsive Bidder – Included all required documentation, forms and signatures completed, bid name and number on envelope	25			
Responsive Bidder – Proposer has the experience and ability to fulfill the requirement of the scope of work.	50			
Proposer's Organization Qualifications and Experience & References provided in proposal	25			
Total Score	100			
		Comments:	Comments:	Comments:

Section 1.39 INFORMALITIES AND IRREGULARITIES

Evaluator Name: _____

Evaluator Signature: _____

The City of Brooksville has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer/Contractor with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The City reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of the City.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

ATTACHMENT A
BID FORM

Business Name: _____
(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

Item No.	Quantity	Description	Unit Price	Total
GRAND TOTAL				

ATTACHMENT B

AUTHORIZATION

We offer to sell/provide the City of Brooksville, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days.

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM.

FOR SERVICES ONLY:

**VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html>
FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.**

(Signature of Bidder—Ink)

(Printed Name and Title)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization: Corporation

Partnership: General Limited Limited Liability Company (LLC)

State Registered: _____ Year: _____

Sole Proprietorship Owner: _____
 Other: _____ Fed ID # _____

Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: _____ Email Address: _____

(Vendor Point Contact): _____

Address: _____

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

**ATTACHMENT C
OFFEROR INFORMATION
CERTIFICATION FORM**

Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

(This name must match the name on your current W9 Form. The W9 will be requested at time of award)

Name/title of contact person for the Offeror: _____

Business and mailing address: _____

Primary business and mailing address (if different): _____

Telephone number: _____ Email: _____

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the City of Brooksville upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the City of Brooksville is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Offeror certifies that it is not currently debarred

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from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida or Federal Government.

- H. That pursuant to Section 287.087, Florida Statutes, Offerors understand that they **may** but are not required to certify in their response (unless otherwise required in the solicitation) that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the offeror who has furnished such certification with their response.
- I. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:

Witness No. 1 Signature

BY: _____(SEAL)
Authorized Signature in Ink

Print Name of Witness

Print name of Signatory

Witness No. 2 Signature

Print Title of Signatory

Print Name of Witness

Signature Date

CORPORATE
SEAL

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ATTACHMENT D

ADDENDA ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the (RFP-PM-245-2022) (Give number and date of each):

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

BY: _____
Signature _____ Print Name/Title _____

NAME OF BUSINESS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ EMAIL ADDRESS: _____

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

ATTACHMENT E

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (2017), hereby certify that, (print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date

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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 thirty-six (36) months shall be considered an affiliate.

I understand that a "person" as defined in § 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 Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Authorized Signature

Date

ATTACHMENT G

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF THE CITY OF BROOKSVILLE EMPLOYEES

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

_____, * being first duly sworn, deposes and says that he/she (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the City of Brooksville or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Affiant Signature

Print Name/Title

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

ATTACHMENT H
VENDOR INFORMATION FORM

DATE: _____

W-9 ATTACHED

ATTACHMENTS

VENDOR INFORMATION:

New Vendor Change Information Update Vendor

Vendor Name: _____

DBA Name: _____
(If applicable/available)

FEIN/SSN Number: _____

Vendor Addresses:

Accounts Payable address: _____

City/State/Zip Code: _____

Purchase Order address: _____

City/State/Zip Code: _____

Contact Name (if applicable): _____

Vendor Telephone: _____

Vendor Email: _____

All purchase orders will be sent through email.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

**ATTACHMENT I
NOTARY ACKNOWLEDGMENT**

STATE OF _____ }

} ss

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of , 20____, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____, a [check one] corporation limited liability company, organized under the laws of [State] _____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name] _____

FOR PARTNERSHIP:

[Name] _____, Partner (or Agent), on behalf of [Name of Partnership] _____, a State of _____ partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Notary Signature

Print Name

NOTARY STAMP

ATTACHMENT J
BID PROPOSAL CHECKLIST



Bid Proposal Checklist for:

City of Brooksville
RFQ-CD-2026-0003
Downtown Revitalization Engineering & Design

- | | ATTACHMENT | Description |
|--------------------------|-------------------|--|
| <input type="checkbox"/> | A | BID FORM |
| <input type="checkbox"/> | B | AUTHORIZATION |
| <input type="checkbox"/> | C | OFFEROR INFORMATION/CERTIFICATION FORM |
| <input type="checkbox"/> | D | ADDENDA ACKNOWLEDGEMENT |
| <input type="checkbox"/> | E | DRUG FREE WORKPLACE CERTIFICATE |
| <input type="checkbox"/> | F | PUBLIC ENTITY CRIMES |
| <input type="checkbox"/> | G | AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST |
| <input type="checkbox"/> | H | VENDOR INFORMATION FORM |
| <input type="checkbox"/> | I | NOTARY ACKNOWLEDGMENT |
| <input type="checkbox"/> | J | BID PROPOSAL CHECKLIST |
| <input type="checkbox"/> | | One (1) Original proposal and Three (3) copies in a sealed envelope |

[CONTRACTOR'S NAME]

INDEPENDENT CONTRACTOR'S AGREEMENT

[(Services - successful bidder/SAMPLE FORMAT FOR BID PACKAGE) - REMOVE]

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this _____ day of _____, 20____, ****OR**** effective the _____ day of _____, 20____] by and between **CITY OF BROOKSVILLE**, a political subdivision of the State of Florida (hereinafter the "CITY") and _____, a Florida corporation ****OR**** a Florida Limited Liability Company ****OR**** a _____ corporation authorized to do business in the State of Florida] (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, CONTRACTOR is licensed in the State of Florida to perform the professional services contracted for herein; and

WHEREAS, the CITY wishes to contract with a CONTRACTOR to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, CONTRACTOR is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the CITY desires to enter into this Contract with CONTRACTOR to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below; and

WHEREAS, this Agreement satisfies the CITY'S Procurement Policy, and

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as RFQ-CD-2026-0003 DOWNTOWN REVITALIZATION ENGINEERING & DESIGN which satisfies the CITY's Procurement Policy; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the CONTRACTOR's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process;

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONTRACTORS and subcontractors; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 287.05701, Fla. Stat. requires notification to vendors in solicitations for procurement of commodities or contractual services, of the local government's prohibition against considering social, political, or ideological interests in government contracting; and

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. Description of Work.

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Bid Documents and the proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.

- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

- a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and must complete the work not later than 120 calendar days thereafter.

4. Payment.

- a. CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance, final payment, and performance guarantee.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the CITY will promptly make such inspection. When it finds the work acceptable under this Agreement and the contract fully performed, it will promptly issue a final certificate stating that the work provided for in this Agreement has been completed, and acceptance by the CITY under the terms and the conditions thereof, is recommended and the entire balance, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of the final certificate. Before issuance of final certificate, CONTRACTOR must submit an affidavit satisfactory to the CITY that all payrolls, subcontractors, materialmen, and other similar bills and indebtedness connected with the work have been paid. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the CITY deems it inexpedient to

require CONTRACTOR to correct deficient or defective work, the CITY will make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 9 below and does not require an amendment to this Agreement.
 - i. CITY's Project Manager is: _____.
 - ii. CONTRACTOR's Project Manager is: _____.

8. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: CITY of Brooksville, Attention: CITY Clerk, 201 Howell Ave., Brooksville, FL 34601;
- b. To CONTRACTOR: _____

9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. [Unless otherwise directed, we will use this subparagraph for what PRM calls “minor contracts” - Guide 1 - project cost will not exceed \$50,000.00; project will not exceed 30 calendar days] The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
- i. Workers’ Compensation (unless exempt) with Employers’ Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. ****OR**** [Unless otherwise directed, use this subparagraph for what PRM calls “average contracts” - Guide II - project cost is between \$50,000 and \$500,000; project will not exceed 180 calendar days] The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
- i. Workers’ Compensation (unless exempt) with Employers’ Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project/work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00.
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

iv. Fire damage liability shall be included at \$500,000.00.

d. **[**OR** if the project cost is between \$500,000 and 1,000,000.00, it falls under PRM's Guide III for Extensive Contracts. It is unlikely that we would be using an ICA for extensive contracts; that would almost always be done via an AIA. LAM/JDC to discuss if/when needed for an ICA]**

e. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

f. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. General Provisions. CONTRACTOR must comply with the following general provisions:

a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. **Personal nature of Agreement; Assignment.**

i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR.

Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent CONTRACTOR.**

- i. CONTRACTOR is, and will be deemed to be, an independent CONTRACTOR and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent CONTRACTOR, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. Public records.

- i. CONTRACTOR is a "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.

- vi. Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 AT:**

**JENNIFER J. BATTISTA, CITY CLERK
(352) 540-3810
JBATTISTA@CITYOFBROOKSVILLE.US
201 HOWELL AVE.
BROOKSVILLE, FLORIDA 34601**

- h. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Hernando County Circuit Court on an expedited basis to enforce the requirements of this section.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- j. **E-Verify Compliance.** By entering into this Agreement, the CONTRACTOR is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONTRACTOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONTRACTOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and CONTRACTOR will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONTRACTOR will also be liable for any additional costs to the CITY as

a result of the termination of this Agreement in accordance with this paragraph. CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that CONTRACTOR is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

- k. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- l. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant

or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Non-appropriation.** CITY’s performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY’s annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- d. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- e. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity

will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- f. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- g. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- h. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- i. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

1. **Public Entities Crime or Convicted Vendor List.** CONTRACTOR agrees and assumes a continuous duty to disclose to the CITY if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

- m. **Data Management; Notice of Breach.** CONTRACTOR shall cooperate with the CITY and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the CITY must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

- n. **Environmental and Social Government and Corporate Activism.** The CITY has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR's social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

- o. **Taxes.** The CITY shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the CITY is exempt from same by Florida law, including but not limited to any sales or use tax.

- p. **No coercion for labor or services.** The CONTRACTOR swears under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined as follows:
 1. "Coercion" means:
 2. Using or threatening to use physical force against any person;
 3. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 4. Using 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;
 5. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 6. Causing or threatening to cause financial harm to any person;
 7. Enticing or luring any person by fraud or deceit; or
 8. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

12. Special Provisions. This Agreement may be signed in counterparts and electronic copies shall be treated as originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Section 11(p) above and that the facts stated in it are true.

CONTRACTOR'S NAME

SIGNATURE

Print Name: _____

Title: _____

ATTESTED BY:

CITY OF BROOKSVILLE

By: Jennifer Battista, City Clerk

Christa Tanner, Mayor, City of Brooksville

Approved for form and content by:

Vose Law Firm, CITY Attorney

