

REQUEST FOR PROPOSALS

RFP #26-001



City of Mascotte

**Prequalification for General Construction,
Renovations, and Repair Services**

LEGAL NOTICE

Notice is hereby given that the City of Mascotte is accepting Sealed Proposals from interested and qualified firms to provide Prequalification for General Construction, Renovations, and Repair Services. Proposals will be received until 1:00 P.M. on February 11, 2026 by the City Clerk's Office, City Hall, 100 E. Myers Blvd., Mascotte, Florida 34753.

RF# 26-001

“PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND REPAIR SERVICES”

Services to be provided shall include, but are not limited to the following:

The City of Mascotte has issued this Request for Proposals (hereinafter, “RFP”) with the sole purpose and intent of obtaining Proposals from interested and qualified firms offering to provide **PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND REPAIR SERVICES** in accordance with the terms, conditions, and specifications stated herein.

Prospective proposers must be present to submit a proposal response.

One (1) original, (4) copies, and one (1) electronic copy on a flash drive, of the proposal should be delivered to the City Clerk's Office, City of Mascotte, 100 E. Myers Blvd., Mascotte, Florida 34753, in a sealed envelope plainly marked on the outside: **“Prequalification for General Construction, Renovations, and Repair Services”, RFP # 26-001.**

All statements shall be made upon the official proposal form which may be obtained on the City's website: www.cityofmascotte.com.

City of Mascotte does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mascotte website: www.cityofmascotte.com.

RFP NO. 26-001 PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND REPAIR SERVICES

The City of Mascotte is seeking to pre-qualify general contracting firm(s) to provide general construction, renovations, and repair services. To submit for consideration, the proposer is required to possess the State of Florida General Contractor License.

This is a formal request for pre-qualification, not an offer by the City of Mascotte to contract with any firm(s) responding to this solicitation. The City expects to select one or more firm(s) that best meet the need to supply general construction contractors, renovations, and repair services. Additionally, this solicitation may be used for future unidentified projects for various City departments.

PURPOSE:

The City of Mascotte is interested in entering into agreements with a minimum of 3 and a maximum of 10 qualified General Construction Firm(s) to provide general construction, renovations, and repair services, which include but are not limited to new construction and installations, existing building renovations and repairs, or emergency services calls for repairs on an as-needed basis.

The period for awarded firm(s) to remain on the pre-qualified general contractor's list will be for an initial period of one year with the opportunity for two additional two-year renewal periods based on the review of services provided during the prior years and the agreement of both parties. The evaluation of each applicant's submittal will be based on its display of overall competence, compliance, format and organization as it relates to the defined criteria for this solicitation.

If mutually agreeable, the City reserves the right to consider extending the Agreement for two-year periods for a total agreement of 5 years as permitted by law. In the award of this bid renewal, the City will consider the amount of the price increase stated by the proposer as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the proposer and proved by a test of the market and/or submission of documents.

Pursuant to this Request for Proposal ("RFP") package and in compliance with Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFP, the CITY seeks to identify firms with substantial experience and capabilities to perform general construction, renovations, and repair services.

Services will include all work efforts necessary to complete a project, including permits, parts, equipment, labor, and materials to construct, renovate or repair the original or to new design specifications or conditions acceptable to the City. The Contractor(s) will perform all required administration, management, and quality assurance to ensure the proper execution of construction, renovations, and repair projects. All work performed shall be coordinated with the City Manager (CM) or designee as applicable to the location of the work.

These services are to be performed principally for the Department of Environmental and Engineering Services; however, other Departments within the City may request general construction and repair services.

The City will require “project quotes” for any and all work required under this Agreement at its sole discretion. The City reserves the right to award the task or project to the Contractor offering the most favorable quote (as determined by the City). It is important to note that the most favorable quote may not offer the lowest price. The City may evaluate the quote based on several factors, including the starting and completion dates provided by the Contractor(s) with their quote for that task or project, parts and materials quality, and its subsequent effect on the task or project.

For non-emergency work, the Contractor(s) must physically report to the work site within one (1) month of written notification from the City’s Department, hereinafter Project Manager (PM), to complete a written quotation based on the agreement pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work needed. The PM must approve all materials and supply sources incorporated into work before use on each job. Materials incorporated in the work that has not received prior approval by the PM shall be at the Contractor’s expense and not paid for by the City. The quote shall include estimated labor, equipment, material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM, (TBD)

For emergency work, the Contractor(s) must physically report to the work site within twenty-four (24) hours of verbal notification from the City’s PM to complete any necessary emergency repair work needed to secure/alleviate the emergency. The PM must approve all materials and sources of supply incorporated in work for use on each job. Materials incorporated in the work that has not received approval by the PM shall be the Contractor’s expense and not paid for by the City. The quote shall include estimated labor, equipment, material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM (TBD).

If the Contractor(s) foresees that he/she will exceed the original estimate in the quotation, he/she must notify the PM for approval before proceeding with any additional work. The City shall not pay for additional work the Contractor performs without the City’s approval.

Due to certain locations within the City, employees must have the ability to pass a background check and work unsupervised.

The Contractor shall provide a minimum of one (1) year warranty on installed equipment following substantial completion or as recommended by the manufacturer to meet project closeout requirements; and shall make good any defects that may occur during that period. If the manufacturer specifies any special guarantees in excess of the year period, these guarantees shall take precedence over the year period guarantee. Upon completion of work, and before final payment or release of retainage, submit and obtain general warranties from each subcontractor, material supplier, and equipment manufacturer.

The contractor shall include an hourly price rate and overtime rate for “on-call service” to perform repairs on the equipment or systems. The contractor shall provide a price for a percentage of the markup of materials. The manufacturer’s or supplier’s invoice shall be attached to any bill submitted for materials.

MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION:

The CITY, in accordance with the requirements as stated in Title 2 CFR 200.321 encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROPOSED PROJECT LIST:

Conference Room – Storage, Restroom, Kitchen, Open Space area (approx. area 1,300 square feet). The renovation shall redesign ADA accessible restroom and provide kitchen, storage, and office space. The space shall be designed to accommodate a customer service area secured from workspace areas. Special consideration shall take place to remediate areas identified in the Limited Air Quality Assessment conducted by Clear Property Inspections, LLC in July 2025.

Other general construction renovations and repairs as needed for all City departments.

This solicitation may be used for future unidentified projects for various City departments.

SCOPE OF SERVICES:

The selected General Contractor(s) will provide all necessary labor, parts, materials, equipment, and supervision to complete construction projects in compliance with applicable building codes and regulations. The scope of work may include new construction, renovation, repairs, and maintenance projects across various facilities, including but not limited to Water Treatment Plant Facilities, Wastewater Treatment Plant Facilities, Pump Stations, Administration, and other government facilities. To complete the project, the selected Contractor(s) must be prepared to perform any and all of the general construction-related services described below, including permitting, architectural, structural, plumbing, mechanical, electrical, fire protection, management, administration, coordination of subcontractors and others, from pre-construction planning and design to final construction and project closeout.

The scope may require furnishing or provide Furniture, Fixtures, and moveable Equipment (“FF&E”). FF&E procurement schedule to be developed by the Contractor subject to the Department’s specification, agreement and acceptance. All security and Operations Room workstations shall be Government Furnished, Government Installed unless otherwise noted.

The City Department, on a project-by-project basis, depending on the needs of each project, would determine the exact scope for each project. The scope may include implementing the Department’s drawings and specifications for the site and providing all materials and services necessary to complete the project. Minor variations or scope adjustments necessary to accommodate the site conditions will not be the basis for a change order. Contractor(s) should include a contingency appropriate to cover adjustments typically encountered on jobs of this nature in their bid prices.

Subject to each task assignment, in general, the firms may be required to provide:

1. Pre-Construction Services:
 - Develop project budgets, schedules, and construction timelines
 - Assist with the selection of architects and engineers
 - Provide constructability reviews and value engineering recommendations
 - Conduct site investigations and surveys
 - Assist with developing bid packages/RFPs
2. Assist in Design-Build Services:
 - Collaborate with architects and engineers to develop design concepts
 - Provide detailed cost estimates and value engineering options
 - Provide construction documents and specifications
 - Obtain necessary permits and approvals
 - Conduct constructability reviews
3. Construction Services:
 - Provide on-site management and supervision
 - Ensure compliance with all applicable building codes and regulations
 - Manage subcontractors and suppliers
 - Conduct quality control inspections and testing
 - Manage project schedules and budgets
 - Provide regular progress reports and project updates
 - Coordinate with owners, architects, and other stakeholders
4. Post-Construction Services:
 - Conduct final inspections and punch-list walkthroughs
 - Obtain final certificates of occupancy and close-out permits
 - Provide training and maintenance manuals to owners
 - Provide warranty and maintenance services as required

QUALIFICATIONS:

The general contractor must have extensive experience providing construction services on industrial-scale projects and demonstrated ability to deliver projects on time and within budget. The contractor

shall have at least five (5) years of experience in general construction-related work. The contractor must possess the State of Florida General Contractor License and have all necessary permits and certifications to perform the required work. The contractor must also be insured with liability and workers' compensation insurance as required by state law. The contractor must have a solid safety record and a strong job site safety commitment.

CONSTRAINTS ON THE SUCCESSFUL CONTRACTOR:

When requested by the City, a lump sum or cost proposal based on a list of items/tasks provided by the City shall be submitted, including all labor, parts, materials, equipment, and sub-contractors required to complete the project. The City may request a cost proposal for a specific task from multiple Contractors to determine the lowest cost task proposal.

At its sole discretion, the City reserves the following rights:

1. To perform any work at any site utilizing “in-house/City personnel” for any project;
2. To issue a new solicitation for projects outside the scope of the specifications listed herein at any one or more project sites, separate from this RFP;
3. To obtain the work from any source, if, for any reason, the Awarded Contractor(s) cannot complete the services within the parameters required by the City.
4. Unless otherwise authorized in writing, the contractor will not be permitted to work on holidays observed by the City of Mascotte, the State of Florida, or Sundays.
5. In case of an emergency that may require work to be done on Saturdays, Sundays, or Holidays, the contractor shall request permission from the City of Mascotte to do so. If, in the City's opinion, the emergency is bona fide, permission may be granted to the contractor to work such hours as necessary. Also, if a bona fide emergency exists in the City's opinion, the contractor may be directed to work such hours as necessary whether or not the contractor requests permission. The contractor will be allowed to work eight (8) hours daily, Monday through Friday, except for holidays, 52 weeks per year. The contractor shall pay for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight (8) hours per day.

CONTRACTORS RESPONSIBILITY:

It shall be the Contractor's responsibility to schedule and coordinate all work to be performed under this Agreement to insure continuous and smooth operations of the work and completion within the times specified in the scope of work.

It shall be distinctly understood that failure to mention any work by the City, which would normally be required to complete the project, shall not relieve the Contractor(s) of his/her responsibility to perform such work.

The Contractor shall supply all labor, parts, materials, equipment, insurance, permits, etc., necessary to perform the mentioned work. At the completion of the project, the Contractor is responsible for the removal and proper disposal of all debris, etc., associated with their work on the project.

It is the Contractor's responsibility to perform all work professionally and maintain high quality.

It shall be the Contractor's responsibility to furnish all materials in new condition as per the project documents. The Contractor is responsible for ensuring all materials are in accordance with the project specifications. The City reserves the right to reject any materials or equipment observed to have been repaired without the consent of the City, to be damaged or defective, or not in compliance with the agreement documents at any time during the agreement period.

It shall be the Contractor's responsibility to obtain all necessary permits through City Building Department and to follow all requirements of the permits.

PROTECTION OF EXISTING UTILITIES:

The attention of the Contractor(s) shall be directed to the potential presence of water, sewer mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities.

The Contractor(s) is responsible for having all utilities located with sufficient accuracy to ensure their safety and the safety of those within the area of the project.

The Contractor(s) shall not begin any excavation without first notifying each and every public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to the commencement of this work (not including weekends and holidays).

There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and/or Repair activities.

If the Contractor(s) damages any utility, they shall immediately notify the PM and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner. The utility owner may repair the damage with its own forces, sub-contractors, or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.

The Contractor(s) will notify the PM immediately by telephone of any unexpected emergency, subsurface, or latent physical condition found, along with the recommendations for dealing with the matter. Any

changes found necessary by the City or the Contractor(s) not covered under the original scope of work, specification, or drawing(s) shall be jointly agreed upon by the Contractor(s) and City. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s), and an amendment to the purchase order must be made and approved by the City before the work can proceed. The City assumes no responsibility for oral/verbal communications, instructions, or suggestions.

SUB-CONTRACTORS:

The Contractor(s) may not sub-contract more than fifty percent (50%) of the work assigned under this Agreement. If the Contractor sub-contracts any portion of the work, an employee of the Contractor(s), qualified in the labor skills required for the work being performed, must be overseeing and directing the work on the job site at all times that the sub-contractor is conducting work. Any work subcontracted for equipment and/or trucks, and their operators is paid for by the agreement pay items for the specific equipment and/or trucks and the equipment operator.

The Contractor may subcontract any portion of the work assigned under this Agreement if the work is not within the trade or scope of work (i.e. structural, foundation repairs, etc.). These sub-contractors will be referred to as “specialty sub-contractors”. The City shall reimburse the Contractor(s) for their costs for the “specialty sub-contractors” labor, equipment, and materials, plus overhead and profit.

For all sub-contracted work, the Contractor must bind any sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor(s) to the County.

Before starting any work, the contractor (s) shall submit a list of sub-contractors they intend to employ and utilize for each task. Prior to their use by the Awarded Contractor(s) in any project, all sub-contractors must be approved by the City. The responsibility for updating this list is the Awarded Contractor’s; utilization of a City nonapproved sub-contractor is grounds for suspension or termination.

Without the City's written consent, the Awarded Contractor(s) shall not assign any money payable under the Agreement.

EQUIPMENT:

All equipment required to perform standard/typical work under this Agreement shall be provided by the Awarded Contractor(s) and shall normally be available.

The Awarded Contractors’ equipment shall be in good working condition and conform to all required safety standards.

All associated rental charges for equipment used by the Awarded Contractor(s) are considered overhead and shall be included in the hourly rates submitted as part of this RFP and shall not be considered an extra expense.

Use of City equipment is prohibited.

SCHEDULE OF OPERATIONS:

In developing project schedules, the contractor will make reasonable accommodations for weather delays and shall reflect federal, state, County or City-observed holidays. Work is prohibited on Saturday or Sunday unless prior authorization is requested in writing and received from the Department.

The standard work week is Monday through Friday, between the hours of 8:00 am to 6:00 pm, and the contractor shall schedule their operations accordingly.

The contractor must provide an updated schedule with each periodic estimate. Payment of periodic estimates will not be approved unless an updated schedule is submitted.

APPROXIMATE QUANTITIES:

The Contractor's attention is called to the fact that the quantities given are estimated quantities and are in no way bound to or limit the City to the actual amount of work or service to be performed or the quantity of material to be furnished. Any estimates of quantities provided by the City are approximate only and have been used by the City as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Agreement.

TRANSPORTATION:

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (City designated area). No additional charges for packing, packages, or partial delivery costs will be allowed. By submitting their quote, all Contractors certify and warrant that the price offered for f.o.b. destination includes only the freight rate cost as at the lowest and best rate and based upon the actual weight of the goods shipped. Standard commercial packaging, packing, and shipping containers will be used, except as otherwise specified.

WARRANTY:

The Contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer for workmanship and materials, dating from the time of acceptance of the project, and shall make good any defects that may occur during that period. Failure to correct warranty issues promptly and to the satisfaction of the Department on this or other agreements may result in finding the Contractor nonresponsive for future contracts/bids. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier, and equipment manufacturer general warranties.

ORDER OF PRECEDENCE FOR AGREEMENT DOCUMENTS:

In the event of a conflict between the quality of the work as called for by the Agreement Documents, the City shall have the right to insist upon the delivery of the strictest requirements, the highest quality, or the highest quantity at no additional cost to the City.

ANNULMENT OF AGREEMENT:

Should the Contractor(s) fail to satisfy fully, or to comply with orders of the City, or to perform a new such work that has been rejected as defective and unsuitable, or if the Contractor(s) shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the City shall have the right to annul its Agreement and all Departmental Agreements with the Contractor at the City's convenience.

PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the provisions of this Agreement or exercising any power of authority granted herein, there shall be no personal liability upon the City or its authorized representative(s); it is understood that in such matters, they act as the agent or representative of the City.

THE SUBMITTAL PACKAGE:

The CITY has prepared the following compilation of instructions in the RFP in order to minimize costs and response time and to ensure the RFP response is designed to provide the necessary information about the firm. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

Transmittal Letter – This is to be an up to two-page document to transmit the RFP package. The letter shall provide the name, title, address and telephone number of the official corporate contact, and an alternate. These individuals shall have the authority to bind the consulting firm and shall be available to attend appropriate meetings (two pages maximum, single sided).

Check List (Exhibit A)

Corporate History – Briefly describe the corporate history of the company. Also, describe the corporate history of any joint ventures or key sub consultants proposed for any of this type of project. Firms that are short-listed may be required to submit audited financial statements to demonstrate current financial condition and stability that will become public information as provided in Chapter 119, Florida Statutes (up to two pages maximum, single sided).

Corporate Qualifications – Summarize relevant corporate experience that demonstrates specific knowledge of similar projects and services completed within the last five years in Florida. Provide a short description of the qualifications of specific people assigned to this project as they relate to the type of work to be performed.

Financial Stability – Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor

or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor.

Project Team – Identify key personnel and their qualifications for these services and describe qualifications of assigned support personnel. This should be summarized in two pages, single sided maximum. In addition, attach a one-page current organization chart (not counted as part of the page limit). All resumes, if included, should be included under “Additional RFP Information” tab.)

Personnel Assigned – Personnel proposed for the project, including all subconsultants, must be identified and their qualifications provided.

Professional Registration – All submittals must include a copy of the Certificate of Authorization for the firm, including all sub consultants if applicable, issued by the State of Florida authority.

Project Management - Describe project management approaches to address: communication needs of the team, how key decisions will be made, how conflicts will be resolved, how coordination will be handled with other entities (government, utilities, etc.) and how schedule and budget will be managed.

Proof of Insurance – Proof of professional liability insurance and errors and omission insurance, auto, workers compensation or proof that the required insurance will be provided at the time of selection (Refer to Section XXI – Insurance).

Offeror’s Certification

Offeror’s Qualifications Statement

Scrutinized Companies Certificate

Non-Collusive Affidavit

Drug-Free Workplace Program Form

Byrd-Anti Lobbying Certification

Statement of Compliance

E-Verify Form

SUBMISSION REQUIREMENTS:

The City of Mascotte City will accept sealed Qualification Proposals until 1:00 P.M. on February 11, 2026. RFP packets will be received in the City of Mascotte, City Hall, 100 E. Myers Blvd., Mascotte, Florida 34753. Proposals received prior to the date and time above will be considered. Proposals received after the date and time will not be considered and will be returned to the firm(s) unopened.

Interested firms shall submit one (1) original and four (4) copies of the proposal (**NO THREE (3) RING BINDERS**), as well as an electronic copy (flash drive or disk – do not send via e-mail) of the complete submittal, no later than the date and time as stated above. The original and four (4) copies must be bound or in binders on 8.5” x 11” white paper with tabbed/identified sections as stated in Section XVIII – The Submittal Package. The proposal packages shall be sealed and clearly marked on the outside “RFP 26-001 General Construction, Renovations, and Repair Services” and addressed to the City at the address above. Respondents desiring to submit a proposal should carefully review the instructions and other related sections of the RFP Compliance with all requirements shall be solely the responsibility of the Respondent.

By submitting a proposal, the Proposer certifies that they have fully read and understood the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.

NO FAXED OR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. It shall be the sole responsibility of the Proposer to have their proposal delivered to the City of Mascotte City Hall, 100 E. Myers Blvd., Mascotte, FL 34753 prior to the date and time specified.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a receipt for the proposal. Proposals, once opened, become the property of the CITY and will not be returned to the Proposers.

The Offeror’s Certification form shall be signed by an authorized company representative.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

ADDENDA, ADDITIONAL INFORMATION:

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to Larry Walker, 100 E. Myers Blvd., Mascotte, FL 34753. Email larry.walker@cityofmascotte.com.

Any addenda or answers to written questions supplied to participating proposers shall become part of the Request For Proposal and the resultant agreement.

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a CITY employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from Proposers, which are signed and submitted in writing will be recognized by the CITY as duly authorized expressions on behalf of the Proposer. It is the Proposer’s responsibility to contact the City at (352) 557-8888 (prior to the date and time for submission) to determine if any addenda have been issued.

INSURANCE REQUIREMENTS:

The awarded Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which shall be determined by the CITY prior to

agreement. Additionally, any subcontractor hired by the awarded Proposer for this Agreement shall provide insurance coverage as well.

The City of Mascotte (CITY) shall be named “additional insured” under the appropriate policies. Awarded Proposer agrees to provide the CITY a Certificate(s) of Insurance, evidencing that all coverage, limits and endorsements required are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

FOR CITY
City of Mascotte
100 E. Myers Blvd.
Mascotte, FL 34753
Re: RFP 26-001

The required insurance coverage shall be issued by an insurance Company, duly authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best’s Insurance Guide:

Financial Stability to A+

Insurance Companies selected must be acceptable to CITY and CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

EVALUATION AND SCORING:

The selection process consists of evaluation and scoring by the Selection Committee. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm one, two, three, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

1. Firm’s experience in Central Florida.
2. Firm’s personnel qualifications.
3. Firm’s governmental experience.
4. Firm’s approach to project management.
5. Firm’s resources, personnel availability and commitment.

Failure to respond to all the items listed above will result in a lower overall score and may hinder a firm’s chance of being selected.

The Scoring Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a finalist list of the top-ranking RFP submittals.

Firm Experience: The firm will be expected to demonstrate its past experience and track record in delivering successful construction, renovation, and repair services, with particular attention given to projects completed with other local government agencies. It may consider factors such as the number of years in business, relevant certifications and licenses, technical expertise, and examples of completed projects.

Firm’s Personnel Qualifications: The firm shall name the actual Project Manager assigned to the City and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on City projects. This may include the firm’s possession of relevant licenses for plumbing, electrical, HVAC/mechanical and any other licenses required for the specific project.

Firm’s Governmental Experience: The firm shall detail experience with other governmental agencies, including compliance with legal and regulatory requirements, such as licensing, insurance, permits, and other necessary certifications. It ensures that the contractor operates within the law and can fulfill all legal obligations associated with the project. It assesses the contractor's reputation, client satisfaction levels, and the quality of their previous work. This criterion provides insights into the contractor's reliability, professionalism, and ability to build and maintain positive relationships with clients.

Firm’s Approach to Project Management: The firm shall detail methodology, approach and strategies to be utilized in managing projects including, but not limited to, coordination with other governmental agencies and other utility companies to carry out the construction, renovation, or repair work. It assesses the contractor's understanding of the project scope, their ability to meet the specifications, and their proposed solutions to potential challenges or issues that may arise during the project.

Firm’s Resources, Personnel Availability and Commitment: The firm shall demonstrate a commitment to completing project on time and within budget. Firm must also demonstrate flexibility to complete projects per client’s specifications. This may include specialties such as concrete work, drywall installation, tile installation, painting, masonry/structural/concrete and other relevant skills required for the project. Assessing the qualifications of the contractor's staff ensures the availability of competent individuals to perform the necessary tasks. Also evaluates the contractor's capacity to take on the project in terms of their workforce, equipment, and availability of resources. It ensures that the contractor has the necessary manpower, specialized skills, and equipment to execute the project effectively and within the proposed timeline.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm experience in Central Florida	25
2. Firm’s personnel qualifications	30
3. Firm’s governmental experience	20
4. Firm’s approach to project management	15
5. Firm’s resources, personnel availability and commitment	10
GRAND TOTAL OF POINTS	100 POINTS

AWARD OF AGREEMENT:

Based on final rankings resulting from the above-described process, the Selection Committee will recommend to the CITY to award the agreement to a minimum of three (3) firms. The pre-qualified firm(s) may be requested to bid on the applicable projects list (See Section III).

The period for awarded firm(s) to remain on the pre-qualified general contractor’s list will be for an initial period of one (1) year with the opportunity for two additional two-year renewals based on the review of services provided during the prior years and the agreement of both parties.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the firm’s expense, unless the firm is notified in writing by the CITY of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:

- City of Mascotte
- U.S. General Accounting Office (GAO), or local OIG
- Parties designated by federal or state governments or by the CITY as part of an audit quality review process.

In addition, the firm shall respond to the reasonable inquiries of auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

TIME REQUIREMENTS:

PROPOSAL CALENDAR, NOTIFICATION AND AGREEMENT DATES

The schedule of events, relative to the procurement shall be as follows:

Event	Date (on or by)
Issuance of RFP	<u>January 15, 2026</u>
Receipt of RFP	<u>February 11, 2026</u>
Proposal Evaluations	<u>February 18, 2026</u>
Recommendation and Award by CITY Council	<u>March 3, 2026</u>

Be advised that the CITY is prepared to award a single agreement or multiple agreements as is deemed to be in the best interest of the CITY. The CITY reserves the right to change and/or delay scheduled dates.

As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

The successful proposer shall be required to execute a contract with the CITY covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

Oral Presentations

During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by internet. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Only firms shortlisted for further consideration during the evaluation process will be invited to make such oral presentations.

Final Selection

The CITY will select/award the firm(s) which best meets the interests of the CITY. The CITY shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The CITY's decision will be final.

SUMMARY OF PROVIDED DOCUMENTS TO BE SUBMITTED WITH PROPOSALS:

Samples of the following documents, (except certificate of insurance) are attached and shall be executed as a condition to this offer:

- Proposal and Offeror's Certification
- Offeror's Qualifications Statement
- Scrutinized Companies Certification
- Non-Collusive Affidavit Form
- Drug-Free Workplace Program Form
- Byrd-Anti Lobbying Certification
- Statement of Compliance
- E-Verify Form
- Exhibit A
- Exhibit B
- Proof of Insurance

AWARD OF AGREEMENT:

The agreement or agreements shall be awarded to the most qualified Proposer(s) whose proposal(s) is/are determined to be the most advantageous to the CITY and who agrees to provide the required services at compensation which the CITY determines is fair, reasonable and competitive.

WITHDRAWAL OF PROPOSAL:

Any proposal may be withdrawn until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and an agreement is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

APPLICABLE LAWS:

All applicable laws and regulations of the U.S. Government, State of Florida, Broward County, and ordinances and regulations of the City of Mascotte will apply to any resulting agreement.

FORM OF AGREEMENT:

Any agreement or contract resulting from the acceptance of a proposal shall be on the forms either supplied by or approved by the CITY and shall contain, as a minimum, applicable provisions of the Proposal. The CITY reserves the right to reject any agreement that does not conform to the Request for Proposal and any CITY requirements for agreements and contracts.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Mascotte employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

ASSIGNMENT:

Successful Contractor may not assign or transfer this Agreement as a whole or part without prior written approval of the CITY.

TERMINATION:

(a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the Agreement documents, the CITY shall give the Contractor written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. (b) Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, the CITY may without cause and without prejudice to any other right or remedy, terminate the contract for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the contract is terminated for the convenience of the CITY, the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. (c) Cancellation for Unappropriated Funds - The obligation of the CITY for

payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the agreement into a subsequent fiscal period, regardless of agreement term, is subject to appropriation of funds, unless authorized by law.

CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the CITY for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

GOVERNMENT RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the CITY at once, indicating in their letter the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the Agreement at no further expense to the CITY.

OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

Proposer warrants that the product supplied to the CITY conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

NOTICES:

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

WARRANTY:

Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship. Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by CITY. If within one (1) year after acceptance by CITY, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the agreement documents, successful offeror shall promptly after receipt of written notice from CITY to do so, correct the work unless CITY has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the agreement. Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then City, at its sole discretion, may return the equipment to successful offeror for a full refund of all monies paid for the equipment. Warranty of Title: Successful offeror warrants that all equipment delivered under the Agreement shall be of new manufacture and that successful offeror

possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

DAMAGE:

The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Agreement Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

INDEMNIFICATION:

To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the CITY and City, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

WORKING HOURS AND INSPECTIONS:

The City of Mascotte's working hours are Monday through Thursday, 7:00 A.M. to 5:30 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the CITY 48 hours in advance. All requests must be approved by the City Manager.

NO WAIVER:

No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

OFFEROR'S CERTIFICATION CITY RFP NO. 26-001

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature

Witness

Printed

Business Address City State Zip

Business Phone Number

State of _____ County of _____ The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 20__, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath. WITNESS my hand and official seal. _____

NOTARY PUBLIC _____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION CITY RFP NO. 26-001

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature

Witness

Printed

Business Address City State Zip

Business Phone Number

State of _____ County of _____ The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 20__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath. WITNESS my hand and official seal. _____

NOTARY PUBLIC _____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION CITY RFP NO. 26-001

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature

Witness

Printed

Business Address City State Zip

Business Phone Number

State of _____ County of _____ The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 20__, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath. WITNESS my hand and official seal. _____

NOTARY PUBLIC _____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION CITY RFP NO. 26-001

WHEN OFFER IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature

Witness

Printed

Business Address City State Zip

Business Phone Number

State of _____ County of _____ The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this day of _____ 20__, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath. WITNESS my hand and official seal. _____

NOTARY PUBLIC _____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S QUALIFICATION STATEMENT CITY RFP NO. 26-001

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Mascotte
ADDRESS: 100 E. Myers Blvd., Mascotte, Florida 34753

CIRCLE ONE SUBMITTED BY:

- Corporation NAME:
- Partnership ADDRESS:
- Individual PRINCIPAL OFFICE:
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is:
The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation:
- b. State of Incorporation:
- c. President's name:
- d. Vice President's name:
- e. Secretary's name:
- f. Treasurer's name:
- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization:
- b. Name:
Address:
Ownership:
Units of all Partners:
- c. State whether general or limited partnership:

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the Name and address of principals and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why. THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature) _____

State of _____ County of _____. The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath. WITNESS my hand and official seal.

_____ NOTARY PUBLIC
 (Name of Notary Public: Print, Stamp, or Type as Commissioned)

Scrutinized Company Certification I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that: (1) This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. (2) This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria: • Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or • Have a material business relationship involving the supply of military equipment, or • Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or • Have been complicit in the genocidal campaign in Darfur. (3) This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria: • Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or • Have made material investments with the effect of significantly enhancing Iran’s petroleum sector. (4) This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:

SIGNATURE:

PRINTED NAME:

TITLE:

DATE:

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

NON-COLLUSIVE AFFIDAVIT FORM RFP 26-001

(County of _____) being first duly sworn, deposes and says that: He/she is The _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal; He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal; Such Proposal is genuine and is not a collusive or sham Proposal; Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed, sealed, and delivered in the presence of:

Witness: _____

Witness By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT NON-COLLUSIVE AFFIDAVIT RFP 26-001

State of Florida County of _____. On this day _____ of _____, 20____, before me by means of ___ physical presence or ___ online notarization, the undersigned Notary Public of the State of Florida, personally appeared _____(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC SEAL OF OFFICE:

(Name of Notary Public: _____
Print, Stamp, or Type as Commissioned)

Personally known to me, or Produced identification: _____(Type of Identification Produced),
DID _____take an oath, or DID NOT _____take an oath.

DRUG-FREE WORKPLACE PROGRAM FORM In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect, the CITY reserves the right to make final Decisions in the CITY's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____

DATE: _____

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS to be submitted with each bid or offer exceeding \$100,000. The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official Date _____

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned Contractor hereby swears under penalty of perjury that Contractor took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20__ Contractor By _____
(Signature)

STATE OF _____ COUNTY OF _____.

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did _____ or did not ___ take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.
(NOTARY SEAL)

(Signature of person taking acknowledgment) _____
(Print Name of Officer taking acknowledgment) _____
(Title or rank)

My Commission expires: _____

CITY OF MASCOTTE E-VERIFY FORM

Project Name:
Project No.:

ACKNOWLEDGEMENT Definitions: "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Mascotte; and c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

Company Name: _____ Date: _____

Authorized Signature

Print Name: _____

Title: _____

Phone: _____

Email: _____

Website: _____

SAMPLE INSURANCE

EXHIBIT A CHECKLIST – RFP 26-001 NOTE:

- A) This Exhibit must be included in RFP immediately after the cover letter.
- B) RFP Package must be put together in order of this checklist.
- C) Any supplemental materials must appear after those listed below and tabbed “Additional RFP Information”.

1. _____ Transmittal Letter
2. _____ Copy of this Check List (Exhibit A)
3. _____ Rate Schedule (Exhibit B)
4. _____ Corporate History/Corporate Qualifications/Team Organizational Chart
5. _____ Corporate Qualifications
6. _____ Project Team: (Name, Title and years with firm only. Do not include a resume here. All resumes, if included, should be included under “Additional RFP Information” tab.)
7. _____ Personnel Assigned (Include complete organizational chart as required)
8. _____ Professional Registration
9. _____ Project Management
10. _____ Proof of Insurance
11. _____ Offeror’s Certification
12. _____ Offeror’s Qualifications Statement
13. _____ Scrutinized Companies Certificate
14. _____ Non-Collusive Affidavit
15. _____ Drug-Free Workplace Form
16. _____ Byrd Anti-Lobbying Certification
17. _____ Statement of Compliance
18. _____ E-Verify Form

EXHIBIT B RATE SCHEDULE FOR LICENSED GENERAL CONSTRUCTION SERVICES:

Supervisor/Project Manager Labor Rate: Regular Rate: Special Rate: As approved by City (Weekends, Holidays, Etc.) \$ _____/HR \$ _____/HR Journeyman Labor Rate: Regular Rate: Special Rate: As approved by City (Weekends, Holidays, Etc.) \$ _____/HR \$ _____/HR Helper Labor Rate: Regular Rate: Special Rate: As approved by City (Weekends, Holidays, Etc.) \$ _____/HR \$ _____/HR Parts and Materials: Percent (%) Markup over Cost Specialty sub-contractors: Percent (%) Markup over Cost _____% _____Administrative Personnel: Rate: Assist with developing bid packages/RFPs \$ _____/HR Equipment: Please refer to Item X on Page 11

Name of Bidder _____
Type of Organization _____
Address of Bidder _____
Taxpayer's Identification No. of Bidder _____
Company Telephone Number _____
Fax Number _____

**PROFESSIONAL SERVICES AGREEMENT
PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND
REPAIR SERVICES
Request for Qualification
(RFP) #26-001**

THIS AGREEMENT is made and entered into this _____ day of _____, 20, by and between _____, duly authorized to conduct business in the State of Florida and whose address _____ is, hereinafter, called “CONSULTANT” and the **CITY OF MASCOTTE**, a political subdivision of the State of Florida, whose address is 100 E. Myers Blvd., Mascotte, Florida 34753, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #26-001), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT.

The Term of this Agreement shall be for one (1) year from the date first written above. If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT’s estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. “Reimbursable Expenses” means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City’s Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF MASCOTTE

Steven Sheffied, Mayor

Stephanie Abrams, City Clerk
Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

- Attachments: A. RFP #26-001**
B. Firm Response to RFP
C. Scope of Service

Approved by the City Council of the City of Mascotte at a meeting held on this _____ day of _____, 20__ under Agenda Item No. _____.

CITY OF MASCOTTE - TERMS AND CONDITIONS

1. PURCHASE ORDER NUMBER:

THIS PURCHASE ORDER NUMBER AND THE SELLER'S NAME MUST BE CLEARLY SHOWN ON ALL INVOICES, PACKING SLIPS, DELIVERY RECEIPTS, AND CORRESPONDENCE. FAILURE TO CLEARLY INDICATE THIS PURCHASE ORDER NUMBER MAY RESULT IN THE RETURN OF INVOICES.

2. ACCEPTANCE:

ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER SHALL BECOME PART OF THE CONTRACT BETWEEN THE CITY OF MASCOTTE AND THE VENDOR/SELLER; THE VENDOR'S/SELLER'S DIFFERENT OR ADDITIONAL TERMS WILL NEVER BECOME PART OF THIS CONTRACT.

3. DELIVERY, TITLE & RISK OF LOSS:

TITLE SHALL PASS TO THE CITY OF MASCOTTE ON DELIVERY OF THE CONFORMING GOODS TO THE DESIGNATED LOCATION. NOTWITHSTANDING ANY AGREEMENT TO PAY FREIGHT, EXPRESS OR OTHER TRANSPORTATION CHARGES, THE RISK OF LOSS OR DAMAGE IN TRANSIT SHALL BE UPON THE VENDOR/SELLER. DELIVERY SHALL NOT BE COMPLETE UNTIL THE GOODS AND OR SERVICES HAVE BEEN RECEIVED, INSPECTED, AND ACCEPTED BY THE CITY OF MASCOTTE. COLLECT SHIPMENTS WILL NOT BE ACCEPTED IN THE EVENT THAT THE CITY AGREES TO PAY THE FRIEGHT, ALL FREIGHT CHARGES SHALL BE FULLY PREPAID AND INCLUDED ON THE INVOICE. THE ORIGINAL BILL MUST BE INCLUDED WITH THE INVOICE.

4. WARRANTY:

THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES SUPPLIED HEREUNDER WILL BE OF GOOD WORKMANSHIP AND OF PROPER MATERIALS, FREE FROM DEFECTS AND IN ACCORDANCE WITH SPECIFICATIONS. IF THE VENDOR/SELLER KNOWS THE CITY'S INTENDED USE, THE VENDOR/SELLER WARRANTS THAT THE GOODS AND/OR SERVICES ARE SUITABLE FOR THE INTENDED USE.

5. REMEDIES:

REGARDLESS OF WHETHER GOODS ARE BEING SOLD, LICENSED OR LEASED OR WHETHER SERVICES ARE BEING PERFORMED, THE VENDOR/SELLER AND THE CITY OF MASCOTTE AGREE THAT BOTH PARTIES HAVE ALL THE UNIFORM COMMERCIAL CODE RIGHTS, DUTIES, AND REMEDIES AVAILABLE.

6. CONFLICT OF LAWS:

THIS AGREEMENT TO PURCHASE AND THE PERFORMANCE OF THE PARTIES HEREUNDER SHALL BE CONSTRUED WITH AND GOVERNED BY THE LAWS OF THE CITY OF MASCOTTE AND THE STATE OF FLORIDA.

7. MODIFICATIONS:

NO MODIFICATION IN PRICE, DELIVERY, METHOD OR SCHEDULE, QUANTITY, QUALITY, SPECIFICATIONS OR ANY OTHER TERM OF THE CONTRACT WILL BE EFFECTIVE UNLESS AGREED TO IN WRITING, AND SIGNED BY AN AUTHORIZED PURCHASING AGENT.

8. TAXES:

THE CITY OF MASCOTTE FLORIDA IS EXEMPT FROM THE PAYMENT OF ALL FEDERAL EXCISE TAXES AND SALES TAXES OF THE STATE OF FLORIDA, AND GENERALLY ALL OTHER STATE GOVERNMENTS. VENDOR/SELLER SHALL FURNISH THE PROPER EXEMPTION CERTIFICATE

State of Florida sales tax exemption number: 85-8012646216C-1
Federal Employee Identification number: 59-6002401

9. PATENTS & ROYALTIES:

THE VENDOR/SELLER, WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF MASCOTTE AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OF KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY COPYRIGHTED, PATENTED OR UNPATENTED INVENTION, PROCESS OR ARTICLE MANUFACTURED OR SUED IN THE PERFORMANCE OF THE CONTRACT, INCLUDING ITS USE BY THE CITY OF MASCOTTE. IF THE VENDOR/SELLER USES ANY DESIGN, DEVICE, OR MATERIALS COVERED BY LETTER, PATENT OR COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOOD WITHOUT EXCEPTION THAT THE LISTED PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE OR MATERIALS IN ANY WAY INVOLVED WITH THE WORK.

10. INVOICING/PAYMENTS:

FURNISH ALL INVOICES IN DUPLICATE AND MAIL TO THE ADDRESS INDICATED ON THE FRONT. SEND A SEPARATE INVOICE FOR EACH SHIPMENT. INCLUDE THE CORRECT PURCHASE ORDER NUMBER ON EACH INVOICE. UNLESS PREVIOUSLY AGREED UPON BY BOTH THE CITY AND VENDOR, ALL INVOICING AND PAYMENTS WILL BE AS OUTLINED IN THE (LOCAL GOVERNMENT PROMPT PAYMENT ACT (FS 218. PART VII).

11. PRICES:

IF PRICES ARE HIGHER THAN SPECIFIED, DO NOT SHIP WITHOUT THE PURCHASING AGENTS PRIOR WRITTEN APPROVAL.

12. CLEAN HANDS:

BY ACCEPTING THIS CONTRACT, THE SELLER WARRANTS THAT NEITHER THE BUSINESS, NOR ANY OFFICER OR SIGNIFICANT STAKEHOLDER OF THE BUSINESS IS IN VIOLATION OF THE CITY OF MASCOTTE CODE AND DO NOT OWE THE CITY ANY PAST DUE DEBT. THE SELLER SPECIFICALLY AGREES THAT THE CITY MAY WITHHOLD ANY MONEY OWED THE SELLER FROM THIS CONTRACT FOR ANY EXISTING CODE VIOLATIONS AND/OR PAST DUE DEBT. IF THE SELLER MISREPRESENTS THE STATUS OF THE BUSINESS, ANY OFFICER OR SIGNIFICANT STAKEHOLDER, THE CITY WILL CONSIDER THIS A MATERIAL DEFECT OF THIS CONTRACT AND SHALL HAVE THE RIGHT TO IMMEDIATELY TERMINATE IT.

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of five (5) references for which the firm has provided services described in this proposal for three (3) years or more with the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

- 1. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

- 2. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

- 3. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

- 4. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

- 5. Name of Company: _____
Address: _____
Point of Contact: _____ Phone #: _____
Service(s) Provided: _____

Dates of Service: _____

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

1. Worker's Compensation and all and Requirements. Statutory Limits of Florida Statutes, Chapter440
Federal Government Statutory Limits

2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. Bodily Injury & Property Damage

\$1,000,000 single limit per occurrence

3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mascotte, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mascotte.

4. Automobile Liability \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

5. Other Insurance as indicated below:
Errors and Omissions or Professional \$ 1,000,000 Per Occurrence
Malpractice Coverage

6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

8. The City of Mascotte must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

9. The City of Mascotte shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mascotte
Mascotte, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFP** Number.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Authorized Signature

Date

Printed Name & Title

Insurance Agency

Signature of Proposer’s Agent

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All information as requested in the Vendor Information/Proposer's Qualification Form is included.
- All required applicable forms and notifications have been signed and included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Mascotte
100 E. Myers Blvd.
Mascotte, Florida 34753

- The mailing envelope **must be sealed and marked** with Bid Number "RFP 26-001", Bid Title "PREQUALIFICATION FOR GENERAL CONSTRUCTION, RENOVATIONS, AND REPAIR SERVICES " and Due Date February 11, 2026 @ 1:00 P.M."
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE RFP NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

NOTE: Failure to include any required forms/notifications/documents may result in the submittal being deemed non-responsive

VENDOR INFORMATION/PROPOSERS QUALIFICATION FORM

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

City projects: _____

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

SOLICITATION NOTIFICATIONS/AFFIDAVIT

CONFLICT OF INTEREST DISCLOSURE

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their bid/proposal to the City of Mascotte the name of any officer, director, or agent who is also an employee of the City of Mascotte (hereinafter the "City"). Furthermore, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

DRUG-FREE WORKPLACE PROVISIONS

In accordance with Florida Statue 287.087, firm certifies that:

1. Publish 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.
2. Informs employees about the dangers of drug abuse in the work place, 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
5. 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.
6. Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

PUBLIC ENTITY CRIMES NOTIFICATION

Florida Statutes, Paragraph 287.133(2)(a), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

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

IMMIGRATION LAWS NOTIFICATION

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act (“INA”).

NON-COLLUSIVE AFFIDAVIT

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Mascotte. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY) ACKNOWLEDGMENT

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security’s Employment Eligibility Verification System (E-Verify) to do the following:

1. Enroll in the U.S. Department of Homeland Security’s E-Verify system;
2. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
3. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SCRUTINIZED VENDOR CERTIFICATION

1. Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Mascotte, that it:
2. Does not participate in a boycott of Israel; and
3. Is not on the Scrutinized Companies or Other Entities that Boycott Israel List; and
4. Is not on the Scrutinized Companies with Activities in Sudan List; and
5. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

6. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Mascotte shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following the receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies or other entities for goods or services equal to or over \$100,000.00 if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services equal to or over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

NO LOBBYING NOTIFICATION

All consultants, firms or individuals are hereby placed on notice that any communication, whether written or oral, with City of Mascotte elected officials or any other staff or outside individuals working with the City in respect to this request (with exception of the Purchasing personnel designated to receive requests for interpretation or corrections) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, Proposals and/or any other solicitations released by the City of Mascotte. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such time as the City of Mascotte, Mayor, and City Council have made a final and conclusive determination.

DEBARMENT AND SUSPENSION CERTIFICATION

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

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

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

PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The City of Mascotte is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by 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 the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall 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.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK’S OFFICE
CITY OF MASCOTTE
100 E. Myers Blvd.
MASCOTTE, FL 34753
(352) 557-8810
STEPHANIE.ABRAMS@CITYOFMASCOTTE.COM**

DECLARATION STATEMENT/DOCUMENT NOTIFICATION AFFIDAVIT

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains. In addition, the Proposer acknowledges and affirms understanding and compliance with all additional requirements, forms, terms and conditions included in this solicitation document.

The Proposer puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **RFP #26-001 – Prequalification for General Construction, Renovations, and Repair Services**.

I, _____ acknowledge that I have legal authorization to
(printed name)

contractually bind _____
(Company Name)

I further acknowledge that as part of my response to this solicitation, I have read and reviewed copies of the following documents/notifications, attached:

- Human Trafficking Affidavit
- Conflict of Interest Affidavit
- Drug Free Workplace Certification
- Public Entity Crimes Statement
- Immigration Laws Notification
- Non -Collusion Affidavit of Prime Bidder
- Employment Eligibility Verification System (E-Verify) Acknowledgement
- Scrutinized Companies pursuant to FS Sections 287.135 and 215.473
- No Lobbying Notification
- Debarment and Suspension Certifications
- Public Records Requirements

I hereby swear or affirm that I have read and that I understand and accept all the requirements and regulations imposed by the above-referenced documents and that I acknowledge and accept that the above-referenced documents and all terms and conditions contained therein are included in the response to this solicitation.

Company

Printed Name & Title

Authorized Signature

Date

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization,

this ____ day of _____, 20 _____ by _____ . Personally Known OR Produced Identification,

Type of Identification Produced _____.

(Signature of Notary Public)

Notary Stamp/Seal

Cut and use this label for Bid Package

CITY OF MASCOTTE

CITY CLERK

100 E. Myers Blvd.

MASCOTTE, FL 34753

RFP 26-001

**Prequalification for General Construction,
Renovations, and Repair Services**

Due Date/Time

February 11, 2026 @ 1:00 P.M.