

City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL, 33708
RFP - Request for Proposal
Electrical Repair/Services Contract
RFP -2023-08-0-2023/MW

The City of Madeira Beach is soliciting proposals from Licensed Electricians that are experienced in repairs and installation of new services for commercial and marine grade facilities.

Scope of Work: The City of Madeira Beach, Florida (“the CITY”) is interested in selecting a qualified licensed electrical contractor to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed for the various CITY facilities. Examples of common services under this agreement may include the installation and repairs of decorative streetlights, park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnects, electrical services for marine grade facilities (install new or repair existing), the electrical service installation and/or replacement of stormwater stations, re-wiring of existing facilities, etc. All repair work shall be permanent. Contractors may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

Ordering Instructions: This package can be downloaded from DemandStar Corporation on our website at <https://www.demandstar.com>.

Document Cost: , plus shipping and handling for delivered hard copies of documents posted, only, to the DemandStar Web site; \$5.00 for any document package electronically downloaded from the DemandStar Web site by members without subscriptions that include the City of Madeira Beach in their subscription service territory.

Bid Bond: NONE

Due Date/Time: 10/27/2023 10:00:00 AM Eastern

City of Madeira Beach Proposals are due at City Hall at 300 Municipal Dr. Madeira Beach, FL 33708 by 10 AM on Friday, October 27th. Submissions received after the stated date and time will be rejected and returned unopened to the bidder.

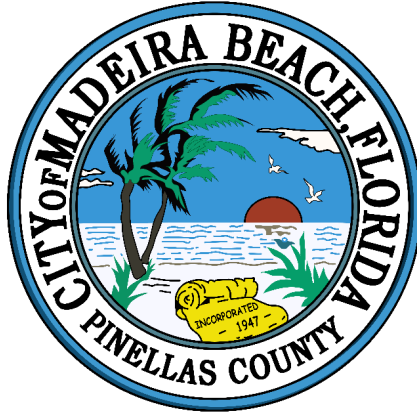
NOTE: ALL PROSPECTIVE PROPOSERS/BIDDERS/RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE CITY OF MADEIRA BEACH STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON(S).

The right is reserved by the City of Madeira Beach, Florida to reject any or all bids to waive any technical defects, and to accept any bid which the bidding authority believes to be in the best interest of the city. This request for bids and all bids submitted are subject to the city ordinances, state statutes and federal law.” per City Code Sec. 2-184.

Contact: Megan Wepfer

Phone: 7273919951

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**



**City of Madeira Beach
Request for Proposal (RFP)
RFP# 2023-08
Electrical Repair/Services Contract**

**Due by 10:00 AM October 27, 2023
City Hall
300 Municipal Drive
Madeira Beach, Florida 33708**

City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract

PURPOSE & INTRODUCTION

The City of Madeira Beach is soliciting proposals from Licensed Electricians that are experienced in repairs and installation of new services for commercial and marine grade facilities.

The Licensed Electrician, hereinafter referred to as “Contractor,” will be required to perform services specified herein. The Contractor will be expected to enter a service contract with the City of Madeira Beach, hereinafter referred to as “Owner,” consistent with the terms of this RFP and Contractor’s submitted proposal.

The City of Madeira Beach requires electrical repair and services for its municipal facilities including, but not limited to, City Hall, Recreation Center, Public Works complex, Parks shelters and grounds, Fire Department, Marina, and all City owned property. Some work is of a scheduled nature and other work is of an emergency nature. Service shall be provided by the Contractor on an as needed basis. By seeking proposals from contractors, the city does not represent that it will utilize the successful bidder’s services any guaranteed number of times over the course of the year.

As part of the service contract, Contractor will be required to meet the Insurance Requirements included with this RFP.

The Contractor agrees to be the City’s Electrical Contractor for maintenance work including, but not limited to, industrial, marine, and commercial electrical work, industrial and commercial data work, generators, and motors and motor controls to be performed at municipal facilities.

The Contractor understands that any job, including material and labor, exceeding thirty thousand dollars (\$30,000) shall be subject to the City’s Purchasing Policy requirements. The City reserves the right to place out for bid or solicit quotes from other vendors for any job that is estimated to go over this amount.

The Contractor must comply with all local and State laws, rules, and regulations for an electrician, possess a valid State Certified of Florida Master Electrician’s License; and provide their state contractor licensing information.

The City of Madeira Beach prefers that the Contractor be “on call” on a 24-hour basis for any emergency that may occur, including holidays. Response time to emergencies and routine requests is expected to be timely, and proposals will be reviewed based in part on the Contractor’s ability to provide such “on call” service and by written commitment to respond timely to both scheduled and emergency situations.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested to the extent that supplies, materials, and parts are required to

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perform the work. The Contractor shall be responsible for obtaining such supplies, materials and parts if not provided by the City of Madeira Beach. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

The Contractor shall invoice the City within 30 days of a completed service call at the rates agreed to in the contract. The City shall make payment within forty-five (45) days of receipt of the invoice.

The City of Madeira Beach shall retain the right to terminate the contract with seven (7) days' notice should the Contractor fail to perform work in a professional manner or perform the work within the demands and time constraints established by the City of Madeira Beach. Failure to maintain an Electrician's License, state contractor's license, and/or insurance coverage is grounds for immediate termination of the Contract. The City reserves the right to utilize another electrician if Contractor fails to respond timely to an emergency.

The contract could be terminated upon mutual agreement between the City and the Contractor, provided that at least 30 days' notice is given by either party prior to termination.

Contractor will be required to indemnify the City against all suits, claims, judgments, awards, loss, cost, or expense (including attorney's fees without limitation) arising in any way out of the Contractor's performance or non-performance of its obligations under the Service Contract. The contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

CONTACT INFORMATION

Please direct all technical inquiries concerning this Request for Proposals in writing to the following city representative. Questions must be submitted by the date listed in the calendar of events below.

Megan Wepfer
Public Works Director
300 Municipal Dr.
Madeira Beach, Florida 33708
(727) 391-9951 Ext 401
mwepfer@madeirabeachfl.gov

To submit a Request for Proposal, the submission must be **sealed and plainly marked "RFP #2023-08 Electrical Repair/Services Contract" on the outside of the mailing envelope**, addressed to: City of Madeira Beach, 300 Municipal Dr., Madeira Beach, FL 33708.

The City of Madeira Beach reserves the right to reject any or all Proposals, to waive technical specifications or deficiencies, and to accept any Proposal that it may deem to be in the best interest of the City.

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CALENDAR OF EVENTS

A. September 29, 2023,	Request for Proposal (RFP) release date
B. October 16, 2023,	Questions due
C. October 20, 2023,	Answers / Clarification Posted
D. October 27, 2023,	Bid Due 10:00 AM at City Hall
E. October 27, 2023,	Bid Opening 10:30 AM at City Hall
F. November 22, 2023,	Tentative BOC Workshop Discussion
G. December 13, 2023,	Tentative Bid & Contract award

SUBMITTAL REQUIREMENTS

Proposals shall include the following:

1. One (1) electronic copy (USB- PDF Format)
2. Completed Statement of Qualifications
3. Completed References form, containing at least five (5) professional references, including current contact name and phone number for similar contracts.
4. Completed Proposal Form
5. Proof of State of Florida License holding current electrical license with Florida Division of Business & Professional Regulations. Include proof of corporation (sunbiz.org Division of Corporations)
6. Proof of Insurance as listed in the insurance section.
7. Signed contract with all exhibits signed and notarized.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

1. Capability and Qualifications of the proposer to deliver the proposed services.
2. Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
3. Resources and Availability
4. Client References and Past Performance
5. Prices Proposed
6. Ability to provide 24-hour “on call” emergency service.

LENGTH OF SERVICE CONTRACT

The Service Contract will remain in effect for three (3) years from the date of the award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one-year increments at the rates submitted in the proposal for a total period not to exceed three (3) years.

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY,” the proposals shall become the property of the “CITY” without compensation to the proponent, for

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disposition or usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- Costs to Prepare Responses: The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals. RFP 2023-08: On-Call Electrical Services 6
- Equal Employment Opportunity: During the performance of this Contract, the “CONTRACTOR” agrees as follows: The “CONTRACTOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each “CONTRACTOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “CONTRACTOR” find discrepancies, ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Madeira Beach in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “CONTRACTOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Madeira Beach before the stated deadline will be answered by date listed in the calendar of events. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “CONTRACTOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “CONTRACTOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “CONTRACTOR” will be bound by such addenda, whether received by him/her. It is the responsibility of each “CONTRACTOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

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PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY,” as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law

SCOPE OF SERVICES

The City of Madeira Beach, Florida (“the CITY”) is interested in selecting a qualified licensed electrical contractor to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed for the various CITY facilities. Examples of common services under this agreement may include the installation and repairs of decorative streetlights, park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnects, electrical services for marine grade facilities (install new or repair existing), the electrical service installation and/or replacement of stormwater stations, re-wiring of existing facilities, etc. All repair work shall be permanent. Contractors may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

All preventive maintenance, repair and installation of electrical equipment and performance of electrical services shall follow the following standards:

1. Florida Building Code (FBC).
2. National Electrical Code (NEC).
3. Occupational Safety and Health Administration (OSHA).

DESCRIPTION OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation, and/or inspection of electrical infrastructure on a 24-hour basis, seven days a week. EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise agreed to by CITY. Time and material pricing, as it may be specified in this bid, shall be on an hourly basis, plus the cost of materials, plus mark up. Cost per hour shall be non-overtime rate from 7:00 to 5:00 P.M. Monday through Friday, and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday, Sunday, and CITY observed holidays. Travel time will not be considered in the calculation of elapsed time.

The On-Call Electrical Services Contractor will be responsible for making all repairs. Other than providing access to CITY facilities, Contractor should not rely upon CITY to obtain permits or act as a facilitator between outside vendors and/or manufacturers.

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Prior to starting any work or repairs, CITY may request a detailed budgetary estimate from the Contractor for any proposed work. Work may not be started until CITY directs Contractor to do so by written communication or authorized Purchase Order.

All vendors must have an active phone number and email address to communicate with CITY. For invoicing purposes, authorized work is considered started when Contractor arrives at the location and will end when the work is completed. CITY will not pay for travel time. If requested by CITY, Contractor must return any damaged parts to CITY after performing repairs.

Contractors will be allowed to invoice for miscellaneous materials. "Miscellaneous materials" are herein defined as materials that are already owned by the Contractor and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$100 per repair. Miscellaneous materials are not intended to be abused by Contractor; therefore, it will require the approval of the Public Works Director. A decision by the Public Works Director pertaining to invoicing of miscellaneous materials is final, whether it is in favor or against Contractor. No back up will be required for the invoicing of miscellaneous materials; however, Contractor will be required to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

EMERGENCY REPAIRS:

The contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. Contractor, as requested by CITY representative, will furnish all labor and necessary tools and materials at an established after hours from 5:00 P.M. to 7:00 A.M. Monday through Friday and all-day Saturday and Sunday. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the event the Contractor does not respond to CITY's request for service in a timely manner, CITY representative will contact the next contractor in rotation. Failure to respond three (3) times to the Public Works Director or CITY designated staff under assigned rotation will constitute failure to perform and may be subject to contract termination.

CRITERIA FOR SELECTION OF CONTRACTORS

Proposals shall be reviewed by a selection committee, ranked based on the following criteria, and negotiation for contracts shall follow the order of ranking from highest to lowest score. Evaluation and ranking shall be based upon the criteria herein and the highest ranked Contractor shall be determined by tally of the number one ranked proposer(s) among the selection committee. The selection process shall be open to the public and records maintained in accordance with Florida Statutes.

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<u>Evaluation Scoring Criteria</u>	Possible Points
Capability and qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and past performance	20
Proposed Prices & Emergency Response Time	20
Total	

AWARD

It is understood that the “CITY” of Madeira Beach is not obligated to make an award under, or because of, this RFP or to award such contract. The “CITY” of Madeira Beach reserves the right to award such contract, if any, to the best qualified Respondent(s). The “CITY” of Madeira Beach has the sole discretion and reserves the right to cancel this RFP, and to reject all proposal packages, to waive all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” of Madeira Beach’s best interest to do so.

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STATEMENT OF QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets or attachments, as necessary. **This section must be submitted with the Proposal.**

1. Name of Contractor: _____
2. Name of Business (if different than #1): _____
3. Form of Entity: _____
4. Permanent Main Office and Mailing addresses and pertinent contact information (phone, email, etc.): _____
5. Date Organized: _____
6. Where Organized: _____
7. How many years have you been engaged in the Electrical Repair/Service business under your present name; also, state names and dates of previous business names, if any. _____

8. In the last five years, has Contractor ever been terminated from a contract or project? If so, explain situation.: _____

9. In the last five years, has Contractor ever been party to litigation related to the Contractor's work? If so, explain situation.: _____
10. Please identify the number of licensed electricians and helpers available to work under this contract:

_____ Number of electricians

_____ Number of helpers
11. List the most important contracts entered by the Contractor in the last year; identify contracting party and term of contract.: _____
12. List your key personnel available for this contract.: _____

The City of Madeira Beach reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

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Authorized Signature

Date Signed

NOTARY

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your submission.

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REFERENCES

Please include the below information for all five (5) references as required.

Reference information below is to be included for each reference in the proposal.

Contact Name _____

Business Name _____

Business Address _____

Contact Phone _____

Contact Email _____

Other Information (describe):

The above information must be completed with all 5 references and returned with your submission.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations by himself or anyone directly or indirectly employed by Contractor.

The awarded firm must file with the City of Madeira Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

- Public and Commercial Liability Insurance not less than \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 for each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.

Owner's and Consultant's Protective Liability.

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence
- Full Workers Comprehensive Insurance required by Florida Law for all people employed by the contractor to perform work on this project

Automotive Liability (covering the operation, maintenance and all owned, non-owned and hired vehicles).

- Bodily injury liability \$1,000,000.00 each occurrence
- Property damage liability \$1,000,000.00 each occurrence

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INDEMNIFICATION

The Respondent shall hold harmless the City, its officers, and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

NO COLLUSION

By offering a submission to this Request for Proposal, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

TERMINATION

The resulting contract may be canceled by the City when:

- a. When sufficient funds are not available to continue its full and faithful performance of this contract.
- b. Sub-standard or non-performance of contract.
- c. The City wishes to terminate it at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the Board of Commissioners, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal.
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would work severe hardship upon the respondent.
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent.
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; or
- e. The respondent submits documentation and an explanation of how the error was made.

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TAXES, FEES, CODES, LICENSING

The Contractor shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

COMPLIANCE WITH ALL APPLICABLE LAWS

Respondents shall comply with all applicable local, state, and federal laws and codes.

PROPOSAL PACKAGE SECTIONS

The Respondent shall organize its proposal package into the following major sections:

TABLE OF CONTENTS

- A. Statement of Qualification: To be submitted on the “CONTRACTOR” letterhead. The statement of interest shall:
 - Concisely state the “CONTRACTOR”’s understanding of the services required by the “CITY” of Madeira Beach.
 - Include additional relevant information not requested elsewhere in the RFP. On-Call Electrical Services
 - The signature on the statement shall be that of a person authorized to represent and bind the “CONTRACTOR.”
- B. References
 - Provide a minimum of five (5) references for work performed similar to the scope of this RFP.
 - References must be for current, or recent, projects, and must be for the proposed project team members.
- C. Proposal Form – All forms to be fully completed
- D. CONTRACTOR Profile – All forms to be fully completed
- E. Hold Harmless Agreement – All forms to be fully completed
- F. Sworn Statement to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form- All forms to be fully completed
- G. Immigration Affidavit certification- All forms to be fully completed
- H. Contractors Licenses
- I. Certificate of Insurance
- J. Agreement for Electrical Repair/Services Contract - All forms to be fully completed
 - Exhibit A Public Contracting and Environmental Crimes Certificate- signed and completed
 - Exhibit B Drug Free Workplace Certificate – Signed and completed

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PROPOSALS FORM



Name of "VENDOR" Submitting Proposals _____

Name of Person Submitting Proposals _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments here to attached. The "CONTRACTOR" proposes and agrees, if this submission is accepted, to contract with the "CITY" of Madeira Beach to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The "CONTRACTOR" agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature _____

Date _____

RFP Number 2023-08 Check if exception(s) or deviation(s) to specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your submission.

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“CONTRACTOR” PROFILE

Submitted by (Company Name) _____

Circle one of the following:

Corporation

Partnership

Individual

Joint Venture

Other Describe: _____

Florida Contractor License Number: _____

Expiration Date: _____

Unique Entity ID: _____ FEIN: _____

Office Location: _____

Number of people in your organization: _____

Length of time the Contractor has been doing business under this name in Florida: _____ years.

Length of time your firm has provided services to governmental clients: _____ years.

Under what other name(s) has your firm operated: _____

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

NO

If yes, Include a detailed explanation.

This document must be completed and returned with your submission.

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HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Madeira Beach harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/"CONTRACTOR"- Printed Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be the duration of this contract.

This document must be completed and returned with your submission.

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SWORN STATEMENT TO SECTION 287.133(3)(a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to the "CITY" of Madeira Beach
By _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

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

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

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your submission.

**City of Madeira Beach
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IMMIGRATION AFFIDAVIT CERTIFICATION

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants/Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant/Bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant/Bidder's proposal as nonresponsive.

The City of Madeira Beach will not intentionally award City contracts to any Consultant who knowingly employs unauthorized workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA"). The City of Madeira Beach may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A(e) of the INA shall be grounds for unilateral termination of the contract by the City of Madeira Beach.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant/Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. This document must be completed and returned with your submission.

This document must be completed and returned with your submission.

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BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by City for the duration of the three (3)-year term contract.

Job Classification	Regular Hours Hourly Rate	After Hours Hourly Rate
Master Electrician	\$	\$
Journeyman/Supervisor	\$	\$
Apprentice/Laborer	\$	\$
Permit Fee	Cost \$	-----

Equipment with operator	Hourly Rate
Bucket Truck or Lift	\$
Auger with Pole Setter	\$
Trencher	\$
	\$

Parts & Materials Mark-Up	Percentage
(Not to exceed 10%)	%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoices must be attached to all invoices as applicable.
3. Costs for additional equipment rates can be included in rows provided under EQUIPMENT WITH OPERATOR table.
4. If requested by City, Contractor must return any damaged parts to City after performing repairs.

Authorized Signatory: _____
(Signature)

Title: _____ Date: _____

This document must be completed and returned with your submission.

**City of Madeira Beach
REQUEST FOR PROPOSAL (RFP)
Electrical Repair/Services Contract**

AGREEMENT FOR ELECTRICAL REPAIR/SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2023 (the Effective Date), by and between _____, whose address is _____ (hereinafter referred to as the “Contractor”) and the **CITY OF MADEIRA BEACH**, a Florida municipal corporation, whose address is 300 Municipal Drive, Madeira Beach, FL 33708 (hereinafter referred to as the “City”), as follows:

WHEREAS, the City solicited for electrical repair/services for City of Madeira Beach facilities via RFP# 2023-08; and

WHEREAS, after evaluating responses, the City found Contractor was the firm which would be able to provide the best value to the City; and

WHEREAS, the City and Contractor have negotiated final terms of this Agreement and desire to enter into this Agreement with each other.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Contractor Duties.

- A. The Contractor shall provide the City with those electrical repair/services as were set forth in and solicited for in RFP# 2023-08 (including all addenda thereto), and as provided for in Contractor’s Proposal and this Agreement. The Parties agree that the services will be provided each fiscal year in conjunction with the City’s accounting and financial reporting schedules, with the work expected to take up to nine weeks per year.
- B. The following documents constitute the Agreement:
 - This Agreement (including any formal future amendments thereto)
 - Request for Proposal (RFP) #2023-08 (inclusive of addenda) (**Exhibit “A”**)
 - Contractor’s _____, 2023 Proposal (**Exhibit “B”**)

In the event of conflicts or inconsistencies between any terms of the foregoing documents, the document listed first shall have precedence over the later-listed document.

2. Term.

The term of this Agreement shall begin on the Effective Date, and shall be for a three (3) year term ending at 11:59 p.m. on _____, 2026.

3. Termination.

This Agreement may be terminated by either Party upon thirty (30) day written notice to the other Party, sent to the City Manager via certified return receipt U.S. Mail. Upon termination, the City shall pay all uncontested invoices for work performed by the Contractor.

4. Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

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CITY: City Manager
City of Madeira Beach, Florida
300 Municipal Drive
Madeira Beach, FL 33708

With a copy to: Thomas J. Trask
City Attorney
Trask Daigneault, LLP
1001 S. Ft. Harrison Avenue
Suite 201
Clearwater, FL 33756

CONTRACTOR:

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

5. Payment

Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor in accordance with this Agreement as follows:

Invoices shall be submitted to the City in a form acceptable to the City, and shall be reviewed, disputed, approved and paid in the manner set forth in the Florida Prompt Payment Act and any related City procurement regulations.

6. Amendments.

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the City's authorized official.

7. No Third-Party Beneficiaries.

This Agreement only provides rights and remedies for the City and the Contractor, except and only to the extent that limited rights are provided for City officers in the indemnification clause. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other person or entity. There are no third-party beneficiaries under this Agreement, except indemnified City officials.

8. Severability.

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state, or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by

**City of Madeira Beach
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a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

9. Public Records.

PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the 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 Agreement, 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 Agreement, 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.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**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
AGREEMENT, THE CONTRACTOR**

**City of Madeira Beach
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**SHOULD CONTACT THE CITY'S
CUSTODIAN OF PUBLIC RECORDS: BY
TELEPHONE (727-391-9951, EXT. 231), E-
MAIL (cvanblargan@madeirabeachfl.gov) OR
MAIL (CITY OF MADEIRA BEACH, OFFICE
OF THE CITY CLERK, 300 MUNICIPAL
DRIVE, MADEIRA BEACH, FL 33708.**

10. Compliance with Immigration Laws.

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

11. Assignment.

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Assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement. If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.

12. Governing Law and Venue.

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

13. Attorney Fees.

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

14. Contractor Staff Qualifications.

Contractor shall ensure it has examined the backgrounds of its employees, officers and agents who may be assigned to perform the work for the City, and that it has taken all reasonable steps necessary to ensure only qualified personnel who will not pose a risk to the City or its employees, officers or citizens are assigned to perform such work.

15. Authority to Bind.

The Parties to this Agreement represent and warrant to each other that: (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) the officials executing this Agreement are duly authorized to bind the Party on whose behalf they are executing.

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City:

CITY OF MADEIRA BEACH

ATTEST:

Clara VanBlargan, MMC, MSM, City Clerk

By: _____
James "Jim" Rostek, Mayor

APPROVED AS TO FORM:

Date: _____

Thomas J. Trask, City Attorney

Contractor:

By: _____
Print Name: _____
Title: _____
Date: _____

**This document must be completed and returned
with your submission.**

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EXHIBIT A
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION

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

This sworn statement is submitted to the CITY OF MADEIRA BEACH by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and Federal Employer Identification Number (FEIN) is _____, if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

1. been convicted of bribery or attempting to bribe a public officer or employee of the city, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
2. been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
3. been convicted of a violation of an environmental law that, in the sole opinion of the City's Project Manager, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
4. made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
5. where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership, or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City

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Manager. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE CITY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____ or Produced Identification _____

(Specify Type of Identification)

_____ Signature of Notary

My Commission Expires _____

This document must be completed and returned with your submission.

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**EXHIBIT B
DRUG FREE WORKPLACE
CERTIFICATION.**

SWORN STATEMENT ON DRUG FREE WORKPLACES

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

This sworn statement is submitted to the City of Madeira Beach by _____
[print individual's name and title]
for _____ [print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession, or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it will provide a drug free workplace by:

Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace.
 - (ii) The person's or entity's policy of maintaining a drug-free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant.
 - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (i) through (iv).
- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- (4) Notifying the City within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

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(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MADEIRA BEACH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the workplace as to indicate that such person or entity has failed to make a good faith effort to provide a drug free workplace as required by subsection 3-101(7)(B).

Signatory Requirement. In the case of a corporation, this affidavit shall be executed by the corporate president. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity or the individual.

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

This document must be completed and returned with your submission.