

**CITY OF FERNANDINA BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
RFP 21- 11 RESTORATION OF EXISTING EXTERIOR BRICK FAÇADE  
HISTORIC PECK CENTER**

**INTRODUCTION**

The City of Fernandina Beach, Florida is accepting proposals for **PERFORMING RESTORATION OF THE EXISTING EXTERIOR BRICK FAÇADE OF THE HISTORIC PECK CENTER BUILDING** in the City of Fernandina Beach, Florida.

The City will receive sealed proposals at the location stated below not later than **2:00PM(EST), October 26, 2021**.

**A non-mandatory pre-bid meeting will be held at 11:00AM(EST), September 28, 2021, at the Peck Center, 516 South 10<sup>th</sup> Street, Fernandina Beach, FL 32034.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

**SUBMITTERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE BID PROCESS, REQUIREMENTS AND EXHIBITS.**

The original RFP submittal (**1 original, 3 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP 21-11** and addressed to:

City of Fernandina Beach  
Attn: City Clerk's Office – **RFP 21-11**  
204 Ash Street  
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal must be submitted on the specified **Contact Sheet (1 original, 3 copies)**, hereto attached as "**Exhibit A**" and **Price Submittal Form**, hereto attached as "**Exhibit A-1**". The person signing the RFP Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The competitive sealed Submittal must be accompanied by a "**Public Entity Crimes**", herein provided as "**Exhibit B**", "**Drug-Free Workplace Certification**" herein provides as "**Exhibit C**", "**E-Verify Statement**" herein provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as, "**Exhibit F**", "**Non-Collusion Affidavit**", herein provided as "**Exhibit G**" and "**Dispute Disclosure**", herein provided as "**Exhibit H**".

In accordance with Item 16, General Terms and Conditions, please provide **proof the Contractor/Vendor is not listed in the Excluded Parties List System**, a federal suspension and debarment listing.

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**SCOPE OF WORK**

The proposal should include prior experience with the type of work required and the methodology the Contractor intends to utilize to perform the specified scope of work and resources expected to be used. It is to be understood the building will be occupied and operational during the Consultant's work and will have public access during normal business hours

Provide all tools, labor, materials, equipment, supervision, and all associated items for the rehabilitation of the exterior brick facade at the Historic Peck Center in the City of Fernandina Beach, Florida. The work involves:

- Mobilization/demobilization of all access equipment, barricades, scaffolding, fencing, safety equipment, and temporary facilities necessary to complete the work specified.
- Removal of all existing downspouts for access to the work areas and replaced as after completion of the pointing work. Replacements should match existing in design, materials, and appearance (grey material). Additionally, may be painted to match color of exterior post-masonry repair (red brick, beige concrete footer)
- Removal of the existing brick facade's stretcher course mortar utilizing air chisels/grinders, etc., to a maximum depth of ¾" or to sound mortar.
- All exposed mortar joints are to be cleaned and the mortar pointed back to match the existing mortar color. Prior to commencing with the pointing the Contractor is to prepare a repointing sample for the City's review and approval and is to be used as a guideline for the removal process to ensure the proper workmanship is performed so the masonry adjacent to the joints is not damaged during the removal of the existing mortar and to allow compliance with the approved color.
- Upon completion of the pointing, the wall is to be cleaned with a water as required to provide the appropriate surface finish. A mild acid solution may be used in lieu of water provided a test sample of the cleaning process is performed for review by the City and/or its Consultant for approval.
- Removal of all head joints is to be performed without use of mechanical equipment.
- Contractor is to remove and replace existing window lintels/shelf angles were indicated. Existing lintels are to be removed in its entirety and replaced with a new hot-dipped galvanized lintel member, sized and configured to match the existing lintel and anchored into place with stainless steel anchorage. Existing brick in these areas are to be shored to prevent damage to the masonry structure. New waterproofing and stainless-steel flashing are to be installed during the lintel replacement process in accordance with industry standards. All existing lintels that are to remain are to be cleaned and coated by hand removal of rust residue by hand. Remaining steel is to be mechanically abraded by abrasive blasting and/or wire wheel. After surface preparation is completed, the in-place lintel is to be cleaned with hand applied solvent, dried and coated with an approved epoxy primer in accordance with manufacturer recommendations. Once fully cured, a two-component UV stable urethane coating is to be applied.
- The building has numerous existing damaged or missing brick components that need to be removed and replaced. All new brick pieces are to match the original brick members in color, size and texture as close as possible. The Contractor is to provide a representative sample of the

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proposed replacement brick for approval by the Owner prior to installing any new brick components. All mortar installed around the new brick is to match the existing mortar.

- In areas where existing brick horizontal courses are distressed, the failed mortar is to be removed to an approximate depth of ¾” and the joint cleaned to prepare the joint for new 12 inches long, 8mm helical, stainless steel stitching pins that are to be “wet-sealed” into Thixotropic cementitious grout. After curing of the grout, a new mortar matching the existing color, texture, and strength is to be tuckpointed in the joint openings.
- The existing window and control joint sealant materials are to be removed and replaced. Removal method will consist of lightly abrading the joint edges to remove any loose residual sealant and replaced with new single component urethane sealant. (No wire or metal brushes are to be used in preparing the joints for the new sealant). The Contractor is to submit to the Owner his sealant manufacturer’s standard color chart for approval by the Owner and/or his designated Historic Preservation Architect/Manager prior to installation. The Contractor is to include destructive adhesion testing as required by the manufacturer to warrant the installed sealant material.
- All deteriorating cast stone components are to be repaired and/or replaced. Contractor is to prepare a mock-up sample installed in an area designated by the Owner to confirm owner approval of the repair/replacement techniques. In areas where the existing cast stone is repairable, injection ports are to be placed at approximately 8” o. c. along existing crack(s). Overband material is to be applied for epoxy injection. After injection of the epoxy is completed, the overband material is to be removed. It is understood some discoloration at the epoxy injection site may occur. Dependent on the results of the epoxy injection, the City may require painting of the injection port hole to match existing stone color.  
At locations where the existing stone is damaged/deteriorated beyond repair by injection, deteriorated component is to be removed and replaced. Removal process is to include saw-cutting of the material in a uniform pattern in order to maintain the existing appearance of the stone. All saw-cut material will be mechanically removed, and the location cleaned and prepared for application of bonding agent. In accordance with manufacturer’s recommendations a new bag mix stone patching material is to be installed and finished to match existing stone color, texture, and size as possible.
- All brick masonry surfaces are to be cleaned with water by either a soaker system or by hand. A representative sample of the cleaning process is to be performed to ascertain if the process to be used will achieve the expected cleaning results. After the cleaning process is completed, a sealer is to be applied. Sealer material is to be submitted for approval by the City and the Historical Committee prior to its application. Upon approval of the sealer material, application is to be in accordance with the manufacturer’s requirements. The Contractor is to provide adequate window and adjacent landscape protection from the sealer application process.

**All work performed by the Consultant shall comply with the National Park Service, Department of Interior, 36 CFR 67.7-Standards for Rehabilitation of Historic Buildings, Preservation Briefs No. 1 and 2 as provided in Attachment A.**

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**SITE REQUIREMENTS**

Contractor understands the building is to remain occupied by City staff and utilized by the public during normal working hours. Accordingly, the Contractor is to provide and maintain adequate debris and deleterious materials collection in enclosed bins, dumpsters, areas, etc. with routing removal and disposal off-site. All temporary facilities such as portable restroom facilities are to be kept clean and maintained. All work areas are to be fenced/barricaded to prevent non-contractor personnel from entering the working areas. Access areas into the building used by City staff and the public are to be protected by the Contractor. Any areas needing to be closed during specific work phases are to be coordinated with the City and appropriate signage/barricades provided by the Contractor. It is understood the work will involve numerous lift equipment and scaffolding provided by the Contractor. All such equipment within areas utilized as access points to the building, i.e., sidewalks, walkways, etc., are to contain construction type fencing and overhead protection from debris. It is to be expected that some areas may involve dismantling and relocating of scaffolding and fencing as the work progresses. At completion of the work, all contractor equipment, materials, construction debris and miscellaneous items used by the Contractor are to be removed from the site and the existing grounds returned to original pre-construction condition.

**PERSONNEL**

1. Masonry Contractor(s) on the project must have a minimum of five (5) years' experience with re-pointing of historic masonry buildings. CITY reserves the right to reject any CONTRACTOR employee doing business for the awarded CONSULTANT that is not performing work in a safe manner. Any costs resulting in a rejection of personnel will be solely at the CONTRACTOR's expense.
  
2. No sub-contractor shall be employed by CONTRACTOR for the provision of these services without the prior written approval of the CITY.

**SITE CONDITIONS**

1. In most cases, the existing buildings will be occupied by City staff and may be open to the public during the CONTRACTOR's work. CONTRACTOR shall use all means to avoid disruption of the existing work force and use by the public unless otherwise authorized by the City.

**SAFETY**

1. CONTRACTOR shall comply with all Federal/County/City laws/ordinances and City Fire codes during the execution of this project.
  
2. CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect public and privately owned property, structures, vehicles, utilities, and work of any kind against damage or interruptions of service, which may result from the activities of the CONTRACTOR.

Right to Carry Out Work - If CONTRACTOR fails to perform the work properly or fails to perform any provision of the contract documents, including unauthorized project schedule

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delays, CITY, after three days written notice to CONTRACTOR without correction, may correct the deficiencies through CITY's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR.

**SCHEDULE**

<b>Request for Proposal</b>	<b>Date/Time</b>
Advertisement of Proposal	September 08, 2021
<b><u>Non-Mandatory</u></b> Pre-Proposal Meeting	11:00AM(EST) September 28, 2021
First Addendum Issued	5:00PM(EST) October 8, 2021
Deadline for submission of written questions	5:00PM(EST) October 15, 2021
Deadline for submission of Proposal	2:00PM(EST) October 26, 2021

**AWARD**

Award recommendation will be awarded to the most responsive and responsible proposer offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the submittal process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Fernandina Beach a business tax license is required.

**RFP PACKAGE**

Request for Proposal Documents and Specifications can be downloaded online at [www.fbfl.us/bids](http://www.fbfl.us/bids). Any questions regarding the RFP package can be directed in writing to Wanda Weaks, Purchasing Agent, at [wweaks@fbfl.org](mailto:wweaks@fbfl.org).

**CONTACT**

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at [wweaks@fbfl.org](mailto:wweaks@fbfl.org).

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

**ADDENDA**

A written response to Respondent questions will be issued via Addendum and posted on the City's website at [www.fbfl.us/bids](http://www.fbfl.us/bids) and DemandStar at [www.demandstar.com](http://www.demandstar.com). It is the Respondent's

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responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is ten days before proposal opening.

If there is an Addendum it becomes part of the original Bid or RFP and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid or proposal. Failure to do so may disqualify the bid or proposal.

**INSURANCE REQUIREMENTS**

Insurance requirements are outlined in the General Conditions of this Request for Proposal.

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**GENERAL CONDITIONS OF REQUEST FOR PROPOSAL**

1. **PREPARATION OF PROPOSAL** – REQUEST FOR PROPOSAL will be prepared in accordance with the following:
  - a. The enclosed Contact Sheet/Proposal Form, attached hereto as “Exhibit A”, must be used when submitting your REQUEST FOR PROPOSAL.
  - b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
  - c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  - d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
  - e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
  - f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City’s Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
  - g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
  - h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
  - i. Deliveries are to be made during regular business hours.
  - j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.
  
2. **SUBMISSION OF PROPOSAL**
  - a. Proposals and changes thereto must be enclosed in sealed envelopes and addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
  - b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

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**3. REJECTION OF PROPOSAL**

- a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

**4. WITHDRAWAL OF PROPOSAL**

- a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

**5. LATE PROPOSAL**

- a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

**6. LOCAL, STATE, AND FEDERAL COMPLIANCE**

- a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the proposal.
- c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
- d. The City of Fernandina Beach requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.
- e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the proposal.

**7. AWARD OF REQUEST FOR PROPOSAL**

- a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer offering the best value to the City of Fernandina Beach.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

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- c. A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Proposer will result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at [www.fbfl.us/bids](http://www.fbfl.us/bids), Bids and Purchasing web page.
- f. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.

**8. NOT RESPONSIBLE FOR COSTS**

- a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

**9. BONDS**

- If Proposal is less than \$100,000 no Proposal Bond or Payment and Performance Bond required.
- If Proposal is greater than \$100,000 and is for material only, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is \$100,000 - \$200,000, and is for services, a Proposal Bond is required but no Payment and Performance Bond is required.
- If Proposal is greater than \$200,000, and is for services, Proposal Bond and Payment and Performance Bond is required.

**PROPOSAL BOND:**

- a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

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**PERFORMANCE AND PAYMENT BONDS:**

- a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security.

Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

**10. PUBLIC INFORMATION**

- a. All information contained in this Proposal is public information, and as such will be handled in accordance with chapter 119, Florida Statutes.

**11. ADDITIONAL INFORMATION**

- a. The City reserves the right to require Proposers to provide references and information on previous similar experience prior to award of the contract.

**12. QUESTIONS**

- a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

**13. INDEMNIFICATION AND INSURANCE**

**INDEMNIFICATION**

The parties recognize that FIRM/LESSOR is an independent Contractor. FIRM/LESSOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of FIRM/LESSOR, its officers, employees, agents, and representatives. FIRM/LESSOR's liability hereunder must include all

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attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of FIRM/LESSOR against the CITY and FIRM/LESSOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will 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.

**INSURANCE**

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the FIRM/LESSOR must, at its sole expense, maintain the following insurance on its own behalf, and furnish to the CITY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, will mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
  - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
  - 2. Completed Operations/Products Liability.
  - 3. Broad Form Property Damage
  - 4. Personal and Advertising Injury Liability
  - 5. Independent Contractors
  - 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
  - 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner,

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General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.

8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
  9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars.
  - D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) dollars minimum per occurrence.
  - E. During the term of this agreement, (if applicable) the FIRM/LESSOR will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the FIRM/LESSOR. The amount of insurance must not be less than One Million (\$1,000,000) Dollars per occurrence and aggregate.
  - F. Loss Deductible – If the insurance of any FIRM/LESSOR contains deductible(s), penalty(s) or self-insured retention(s), the FIRM/LESSOR Whose insurance contains such provision(s) must be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
  - G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.  
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
  - H. The above insurances must each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled , materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of

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General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."

- I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor must be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

**14. PAYMENT**

Payment due hereunder must be made by the City to FIRM/LESSOR in accordance with the Florida Prompt Payment Act. The City's preferred method of payment is electronically by credit card/line. Upon award, FIRM/LESSOR will be contacted by the City's provider, Commerce Bank, to participate in the City's electronic payments program. **CONTRACTOR/ VENDOR must state on Exhibit "A" Contact/Proposal Form whether they accept credit card payments and provide their Accounting Department contact name, phone number and email address.**

**15. PROPOSAL PROTESTS**

Proposal protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444.

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**16. FEDERAL GRANT MONEY**

In the event this project is funded with federal grant monies, FIRM/LESSOR may not participate in the proposal if FIRM/LESSOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, <https://www.sam.gov/portal/SAM/>. FIRM/LESSOR must include copy of search results with bid or proposal.

**17. LOBBYING**

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. CONTRACTORS must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

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**EXHIBITS**

<b>EXHIBIT "A"</b>	<b>Contact Form</b>
<b>EXHIBIT "A-1"</b>	<b>Price Submittal Form</b>
<b>EXHIBIT "B"</b>	<b>Public Entity Crimes</b>
<b>EXHIBIT "C"</b>	<b>Drug-Free Workplace Certification</b>
<b>EXHIBIT "D"</b>	<b>E-Verify Statement</b>
<b>EXHIBIT "E"</b>	<b>Proposer Acknowledgements and Agreements</b>
<b>EXHIBIT "F"</b>	<b>Conflict of Interest</b>
<b>EXHIBIT "G"</b>	<b>Non-Collusion Affidavit</b>
<b>EXHIBIT "H"</b>	<b>Disputes Disclosure</b>

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**EXHIBIT "A"**  
**CONTACT SHEET**

Name: \_\_\_\_\_

Federal Taxpayer ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Title: \_\_\_\_\_

FIRM Accepts Credit Cards\*: Yes No

Accounting Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT “A-1”**

**PRICE SUBMITTAL FORM**

The Contractor agrees to provide the services specified in the Scope of Work for the following:

**BASE BID( East Side Wall)**

- A. MOBILIZATION/DEMOBLIZATION  
Consists of mobilization to the site all tools, equipment  
Materials, temporary facilities & miscellaneous items  
Necessary to commence the work LS \$ \_\_\_\_\_
  
- B. GENERAL CONDITIONS  
Includes all project management, bonds, warranties,  
insurance requirements, & permits required.  
Includes tools, materials, labor, supervision and misc.  
items necessary for the installation, management and  
removal of all safety provisions including, but not limited  
to fencing, scaffolding, & equipment during the course  
of the project LS \$ \_\_\_\_\_
  
- C. BRICK TUCKPOINTING 30,000 lf LS \$ \_\_\_\_\_
  
- D. PRESSURE WASHING 2,000 sf LS \$ \_\_\_\_\_
  
- E. SHELF ANGLE/LINTEL REPLACEMENT 5lf @ 2 locations  
9lf @ 5 locations LS \$ \_\_\_\_\_
  
- F. SHELF ANGLE TREATMENT 4 locations LS \$ \_\_\_\_\_
  
- G. REPLACEMENT OF MISSING/BROKEN BRICK (350 bricks) LS \$ \_\_\_\_\_
  
- H. EXISTING BRICK COURSE STITCHING  
12” spans @ 8 locations LS \$ \_\_\_\_\_
  
- I. WINDOW PERIMETER JOINT SEALANT  
REPLACEMENT 400 lf LS \$ \_\_\_\_\_  
400 lf

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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J.	CONTROL JOINT SEALANT	75 lf	LS \$ _____
K.	ACCENT STONE REPAIR/REPLACEMENT (allowance)		LS \$ _____
<b>TOTAL BASE BID AMOUNT(East Side)</b>			<b>\$ _____</b>

**BID ADDITIVE NO. 1 (South Side Wall)**

A.	MOBILIZATION/DEMOBLIZATION Consists of mobilization to the site all tools, equipment Materials, temporary facilities & miscellaneous items Necessary to commence the work		LS \$ _____
B.	GENERAL CONDITIONS Includes all project management, bonds, warranties, insurance requirements, & permits required. Includes tools, materials, labor, supervision and misc. items necessary for the installation, management and removal of all safety provisions including, but not limited to fencing, scaffolding, & equipment during the course of the project		LS \$ _____
C.	BRICK TUCKPOINTING 25,000 lf		LS \$ _____
D.	PRESSURE WASHING 4,200 sf		LS \$ _____
E.	SHELF ANGLE/LINTEL REPLACEMENT 9lf @ 10 locations		LS \$ _____
F.	SHELF ANGLE TREATMENT 15 locations		LS \$ _____
G.	REPLACEMENT OF MISSING/BROKEN BRICK (75 bricks)		LS \$ _____
H.	EXISTING BRICK COURSE STITCHING 12" spans @ 3 locations		LS \$ _____
I.	WINDOW PERIMETER JOINT SEALANT REPLACEMENT 700 lf		LS \$ _____

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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J.	CONTROL JOINT SEALANT	120 lf	LS \$ _____
K.	ACCENT STONE REPAIR/REPLACEMENT (allowance)		LS \$ _____
	<b>TOTAL BASE BID AMOUNT (South Side)</b>		<b>\$ _____</b>

**BID ADDITIVE NO. 1 (West Side Wall/North Side Wall)**

<b>A.</b>	MOBILIZATION/DEMOBLIZATION		
	Consists of mobilization to the site all tools, equipment Materials, temporary facilities & miscellaneous items Necessary to commence the work		LS \$ _____
<b>B.</b>	GENERAL CONDITIONS		
	Includes all project management, bonds, warranties, insurance requirements, & permits required. Includes tools, materials, labor, supervision and misc. items necessary for the installation, management and removal of all safety provisions including, but not limited to fencing, scaffolding, & equipment during the course of the project		LS \$ _____
C.	BRICK TUCKPOINTING	20,000 lf	LS \$ _____
D.	PRESSURE WASHING	7,700 sf	LS \$ _____
E.	SHELF ANGLE/LINTEL REPLACEMENT	9lf @ 10 locations	LS \$ _____
F.	SHELF ANGLE TREATMENT	5 locations	LS \$ _____
G.	REPLACEMENT OF MISSING/BROKEN BRICK (75 bricks)		LS \$ _____
H.	EXISTING BRICK COURSE STITCHING		
	12" spans @ 2 locations		LS \$ _____
I.	WINDOW PERIMETER JOINT SEALANT REPLACEMENT		
	400 lf		LS \$ _____

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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J. CONTROL JOINT SEALANT 100 lf LS \$ \_\_\_\_\_

K. ACCENT STONE REPAIR/REPLACEMENT (allowance) LS \$ \_\_\_\_\_

**TOTAL BASE BID AMOUNT (West Side) \$ \_\_\_\_\_**

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Florida is \_\_\_\_/\_\_\_\_/\_\_\_\_.

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_  
(SEAL)

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By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venture entity must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)Bidder's

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_ 20 \_\_\_\_.

State Contractor License No. \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT "B"**

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  3. 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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, must be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months must be considered an affiliate.



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**EXHIBIT "C"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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 violation 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in 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 of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT "D"**  
**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

I/FIRM acknowledges and agrees to the following:

I/FIRM will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

**Individual/Company/Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT “E”**

**PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS**

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION  
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS  
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW  
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION  
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM  
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION  
Understands and agrees to all terms.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT "F"**

**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

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STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

My Commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT "G"**

**NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Responder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

My Commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**

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**EXHIBIT “H”  
DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_ NO \_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

---

Firm \_\_\_\_\_ Date \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Printed or Typed Name and Title \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL**