

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 23 - 001



PUBLIC WORKS CONTINUING SERVICES
CONTRACTS FOR MINOR CONSTRUCTION
PROJECTS

CITY OF COCOA BEACH
REQUEST FOR QUALIFICATIONS CB 23 – 001 PUBLIC WORKS
CONTINUING SERVICES CONTRACTS FOR MINOR CONSTRUCTION PROJECTS

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It is the intent of the City of Cocoa Beach to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed in Exhibit A (Scope of Services). The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. The City reserves the right to accept or reject any and all proposals or any part of any proposal and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach, and to engage in value engineering with the lowest responsive bidder. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

1. PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver sealed proposals to the temporary City Clerk's office, Public Works Facility, 1600 Minutemen Causeway, Cocoa Beach, Florida, 32931 **until Friday, February 17, 2023 at 2:00 p.m.** local time. All proposals shall be confidential pursuant to Florida Statutes, Chapter 119, entitled Public Records, Paragraph 119.07. All Proposers and their representatives are invited to attend. **The Proposal must show the Proposer's name, bid number, bid name, time and date of the bid opening on the outside of the sealed bid package.** Delivery of the sealed proposals to the City Clerk's Office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official

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authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all bids and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposal. Proposers are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal. The Proposer shall submit **one (1) ORIGINAL, three (3) COPIES, and a flash/jump drive containing one file in PDF format of the hard copy of the proposal exactly as submitted.** The ORIGINAL proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations must be typewritten or filled in with pen and ink. The Proposer must initial proposals having erasures or corrections in ink.

2. PROPOSAL SUBMISSIONS

All proposals must be submitted to the temporary CITY CLERKS OFFICE at the Public Works Facility, 1600 Minutemen Causeway, Cocoa Beach, FL 32931. Please submit all information as outlined below. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Please provide responses to the following:

- A. Proposal Form and Certification:** Complete the form enclosed as Exhibit B and return in the submittal.
- B. Standard Contract Addendum:** Execute the Standard Contract Addendum in Exhibit C and return in the submittal.
- C. Firm/Proposer Information:** Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:
1. Experience record showing the proposer training and experience in similar work.
 2. List of similar projects completed in the applicable work discipline (see Exhibit A Scope of Services) with location, dates of contracts, and references. Specifically identify any similar projects within a coastal

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community. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.

3. SCHEDULE OF EVENTS

The Schedule as listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

Sunday, January 8, 2023	Advertise Proposal
Friday, January 20, 2023	Non – Mandatory Pre-Bid Meeting
Friday, February 3, 2023	Deadline for Written Questions
Friday, February 17, 2023	Deadline for Submission/Public Bid Opening
Thursday, March 2, 2023	Bid Award

4. NON – MANDATORY PRE-BID MEETING

A non - mandatory pre-bid conference will be held on Friday, January 20, 2023, at 10:00 a.m. in the Public Works Facility at 1600 Minutemen Causeway, Cocoa Beach FL 32931. This Pre-Proposal conference will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

5. PUBLIC BID OPENING

- A.** All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for an acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time. A copy of the bid opening form will be posted to City’s website after opening.

- B.** A review committee will conduct a review of the Proposals and recommend selection of the most qualified Proposals. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject

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the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

6. CONTRACT AGREEMENTS

The City anticipates entering contracts with the various Proposers who submit proposals judged by the City to be in the best interest of the City. The City anticipates awarding numerous contracts. This Request for Qualifications does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. This Request for Qualifications shall be included in and be made a part of the final award.

7. CLARIFICATIONS OF THE PROPOSAL

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with Section 16.** Written or oral responses, as deemed appropriate, will be provided by the Project Coordinator. The City shall not be responsible for interpretations given by any other City employee or representatives.

8. WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator (see Section 16). After the deadline, proposals become a record of the City and will not be returned to the Proposer.

9. PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

10. QUALIFICATIONS OF BIDDERS

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This bid shall be awarded only to a responsible bidder, qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

11. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award.

12. BID BOND, PERFORMANCE BOND, AND PAYMENT BOND

No Bid Bond or Performance Bond is required.

13. COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

14. COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

15. DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

16. PROJECT COORDINATOR

The project coordinator and designated liaisons for the RFQ is:

Wayne Carragino, Assistant to City Manager Phone: 321 868 3215

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Email: wcarragino@cityofcocoa beach.com

The City will not respond to oral inquiries. Proposers may submit written, (e-mailed or faxed) inquiries regarding this RFQ to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoa beach.com. **It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.**

17. CONTACT PROHIBITION

All prospective proposers are hereby instructed NOT to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

18. PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other

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record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

- B. Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

20. INSURANCE REQUIREMENTS

Insurance Requirements are as follows:

The following are required applicable types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000
Worker's Compensation	Statutory
Auto Liability	\$500,000 per incident

21. E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract

****INCLUDE THE FOLLOWING EXHIBITS A,B & C WITH YOUR PROPOSAL**

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**EXHIBIT A
SCOPE OF SERVICES RFQ CB 23 – 001**

GENERAL SCOPE OF SERVICES:

It is the intent of the City of Cocoa Beach to pre-qualify and enter into Continuing Services Agreements with various CONTRACTORS to provide all labor and materials for minor projects with minimal design requirements and valued at no more than \$300,000 per project. The various work disciplines are listed below. The exact nature and magnitude of the required services cannot be defined precisely at the time of entering into a Continuing Services Agreement. It is the intent of the City that when services are needed by the City, the City will negotiate with CONTRACTOR(S) with whom the City has a Continuing Services Agreement. The services to be performed by a CONTRACTOR will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time.

Work Disciplines

Contractors may apply for more than one discipline.

Check the box/boxes below that apply and include this page in the proposal.

- Carpentry
- Concrete Work
- Overhead Door Work
- Entry Gates
- Roofing
- Demolition
- Electrical Work
- Plumbing
- HVAC
- Paving
- Site Work
- Interior Design and Furnishings
- Dredging/Waterways Related Work

Work Experience

Include a general description of experience in the work discipline/disciplines checked in the proposal. Work experience should be within the last three years.

References

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Include at least three (3) references for work experience projects completed in the last three (3) years in the work discipline. Include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.

EXHIBIT B

PROJECT FORM & CERTIFICATION – RFP CB 23 – 001

Proposer Name: _____

Address _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent

_____ Date

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Typed/Printed Name of Agent

Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

EXHIBIT C

CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2023, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement entitled _____, dated the ___ day of _____, 2023 (“Agreement”).

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

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2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) (Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK – SECOND FLOOR
1600 MINUTEMEN CAUSEWAY
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify

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and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

6. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted

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a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

7. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

8. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach

Print Name: _____

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