

**CITY OF LIGHTHOUSE POINT
REQUEST FOR PROPOSAL**

Sealed bids will be received until Tuesday, February 1, 2022 at 2:00 p.m. local time in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Subject to Florida's public records laws, proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk for:

**“DAN WITT PARK IMPROVEMENTS PROJECT”
RFP No. 2022-002**

The City is seeking proposals from contractors to provide improvements to the existing Dan Witt Park as follows:

- Two (2) existing tennis courts with fencing will be removed to accommodate two (2) new basketball courts. (Court surface, adjustable goals with pads, striping, and fencing to be included.)
- Two (2) existing basketball courts with fencing will be removed to accommodate four (4) new pickleball courts. (Court surface, posts, nets, striping, and fencing to be included.)
- Replace north fence and existing gate entrance to the park and repave asphalt driveway at gated entrance.
- Install concrete walk ways at entrance of park and access to new athletic courts.
- Install Type “D” concrete curbing along the existing edge of pavement at entrance to park.

The proposed project site is an approximately six-acre parcel located at 4521 NE 22 Avenue, Lighthouse Point, Florida 33064. Contractor must furnish evidence of having a minimum of five (5) years' experience in installing basketball courts, pickleball courts, and commercial fencing.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held on Thursday, January 13, 2022 at 2:00 p.m. local time, in the City Commission Chambers, 2200 NE 38th Street, Lighthouse Point, Florida, 33064. Although attendance is not mandatory, it is strongly encouraged.

Bidding blanks, filing instructions, and specification may be obtained in the Office of the City Clerk. Bids will not be accepted from anyone who obtains the bid documents from any other party. The bid is advertised on www.demandstar.com and the Sun Sentinel newspaper.

It will be the sole responsibility of the Proposer to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the proposal opening date and time listed. One (1) original, three (3) copies and a flash drive must be submitted in sealed packaging and clearly marked **“Dan Witt Park Improvements Project – RFP 2022-002”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each proposal.

Pursuant to Florida law, all responses to this Request for Proposal are exempt from public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are conducted, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise.

Contact the Office of the City Clerk at 954-943-6500 or lhadmin@lighthousepoint.com with any questions concerning this Request for Proposal.

Office of the City Clerk
Advertised: January 2, 2022

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. QUALIFICATIONS OF PROPOSERS: No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. Proposer shall have at least five (5) years demonstrated experience in installing basketball courts, pickleball courts, and commercial fencing, and in work similar or larger than the work anticipated in this project. The Proposer must have sufficient qualified staff to complete the work in the time required.

2. PERSONAL INVESTIGATION: Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Proposer from any risk or from fulfilling all terms of the contract.

3. INCONSISTENCIES: Any seeming inconsistency between different provisions of specifications, proposal, or any point requiring explanation must be inquired by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Administrator or designee as to such interpretation.

4. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the Office of the City Clerk such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under its proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify that it has all addenda before submitting his proposal.

5. PUBLIC ENTITY CRIMES - 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. LEGAL CONDITIONS: Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to design/build services. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. FORMS OF PROPOSALS: Sealed proposals will be received until Tuesday, February 1, 2022 at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk. Each Proposal and its accompanying statements **must** be made on the blank provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, three (3) copies, and one (1) flash drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **“Dan Witt Park Improvements Project– RFP”**

2022-002". The Proposal must be signed by one duly authorized to do so. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Any dispute about the timeline of submission shall be resolved against the Proposer.

9. BID BOND: A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse, or fail, to enter into an Agreement with the City within thirty (30) days upon award of the proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Proposer will furnish the specified work identified in the Request for Proposal. The check or bond accompanying the proposal of the Successful Proposer will be returned to the Successful Proposer after the actual start date of the performance of work. The checks or bid bonds of the unsuccessful proposers will be returned upon the acceptance of the proposal of the Successful Proposer, so long as the proposers have not forfeited such.

10. PERFORMANCE BONDS: Successful Proposer shall execute and furnish to City a Performance Bond and a Payment Bond for 100% of the construction cost within 15 days upon execution of the written agreement between the City and Successful Proposer.

11. WARRANTY: The Selected Proposer shall correct poor workmanship and faulty materials for a period of one (1) year after final payment. If within one (1) year following the date of final payment, such products of services fail to meet the aforesaid standards, and the City promptly advises the Selected Proposer thereof in writing, Selected Proposer agrees to immediately correct any defects and re-perform such deficient services without charge to the City. Any manufacturer's warranty longer than one (1) year will be provided to the City.

12. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening. Should Proposer withdraw a proposal for any reason within the above time period, it shall forfeit the bid bond should it do so.

13. FILLING IN PROPOSALS: All prices must be written in the Proposal. Proposer shall distinctly state the Proposal is, in all respects, fair and without collusion or fraud.

14. PROPOSALS FIRM FOR ACCEPTANCE: Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City of Lighthouse Point for a period of ninety (90) days from the date of proposal opening.

15. WITHDRAWALS: Any Proposer may, without prejudice to itself, withdraw its proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal.

16. CAUSES FOR REJECTION: No proposal will be canvassed, considered, or accepted which, in the opinion of the City Administration, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposer informal.

17. REJECTION OF PROPOSALS: The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is properly qualified to carry out the obligations. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

18. AWARD OF PROPOSAL: The City will award the Proposal to the most responsible and responsive lowest Proposer. In the event the Proposer does not execute an Agreement with the City within thirty (30) days upon award of the proposal or provides information that the proposer cannot do so, the award may be canceled and awarded to the next rated responsible proposer at the discretion of the City Commission. The City will have the right to pursue legal remedies, including a claim on the bid bond. Such proposer shall fulfill every stipulation as if the original party to whom award was made. If this occurs, the second rated proposer shall fulfill every stipulation as if the original party to whom award was made.

19. AGREEMENT: The Proposer to whom award is made shall execute a written Agreement to do the work. The form of the Agreement is attached, hereto, and will include specific insurance and indemnification requirements. Any questions or concerns about the Agreement must be submitted within the deadline as requests for interpretations above. The Successful Proposer will be expected to sign the Agreement as provided herein.

20. PAYMENT: Successful Proposer may request monthly payment for Work, performed less ten (10%) retainage. Final payment will be made when all work is completed to the satisfaction of the City Administrator or designee.

21. AUDIT OF CONTRACTOR'S RECORDS: Upon award, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment of a project and thereafter for a period up to three (3) years. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Proposal provisions. Failure of the proposer to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that its subcontractor will provide access to its records pertaining to the project upon request by the City.

22. QUESTIONS ABOUT THE RFP: Questions regarding the project or the qualification process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email at lhpadmin@lighthousepoint.com no later than January 21, 2022, at 2:00 p.m. local time. Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

23. LOBBYISTS: Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the Office of City Clerk regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: GENERAL INFORMATION

The City of Lighthouse Point is seeking proposals from qualified firms that will be contracted to demolish and construct two (2) new basketball courts and four (4) new pickleball courts with fencing and concrete walks and curbing which will herein be referred to as Dan Witt Park Improvements Project ("Project"). This includes removing and disposing of existing fencing, asphalt, and concrete material that make up the existing basketball and tennis courts at Dan Witt Park. New rock base will be needed to be installed, laser graded, and compacted according to specifications. Court surfaces to be installed for two (2) new basketball and four (4) new pickleball courts. New court equipment, fencing, and gate to be installed. Acrylic paint and lines to be applied. The proposed project site is an approximately six-acre parcel located at 4521 NE 22 Avenue, Lighthouse Point, Florida 33064 (see site map attached herein as Exhibit 1).

The Successful Proposer will enter into an Agreement with the CITY for the purpose of providing the improvements to Dan Witt Park and will furnish all of the materials, tools, equipment, supplies and labor necessary to perform the work with the terms, conditions, and specifications contained in this Request for Proposals. Contractor represents to City, with full knowledge that City is relying upon these representatives when submitting a proposal, that Contractor has the professional expertise, experience, manpower, and subcontractors to perform the services in the proposal. Contractor shall be licensed in the State of Florida. Contractor must furnish evidence of having a minimum of five (5) years' experience in installing basketball courts, pickleball courts, and commercial fencing.

SECTION 3: SCOPE OF WORK

All work is approximate and Proposers shall visit the site and verify existing conditions and familiarize themselves with the demolition work associated with the Project. The Selected Proposer shall provide all necessary labor and material to complete the work including demolishing of existing courts, fencing, installing new court surfaces and necessary equipment, installing new concrete walks and concrete curbing, repaving driveway, and final clean up. The Selected Proposer will remove and dispose of all existing court surface, fencing, and equipment, and deliver all material to the jobsite.

Dan Witt Park Improvements

Selected Proposer will construct the Project located at 4521 NE 22 Avenue, Lighthouse Point, FL 33064. Selected Proposer will provide:

- Obtain all required building permits.
- Delivery of materials to jobsite.
- Two (2) existing tennis courts with fencing will be demolished and disposed off-site to accommodate two (2) new basketball courts.
- Two (2) existing basketball courts with fencing will be demolished and disposed off-site to accommodate four (4) new pickleball courts.
- Existing exterior chain link fencing surrounding the court area, North side of park, and gate entrance will be removed and replaced with ten (10) foot vinyl coated fencing and gates. All new fencing and gates shall be commercial grade eight/nine (8/9) gauge fabric with top and bottom rails.
- Build four (4) pickleball courts (103' x 60') and two (2) basketball courts (100.2' x 93.1') atop properly prepared sub base.
- Add six (6) inches, or as needed, of rock base over the former basketball and tennis court areas. Laser grade, compact not less than ninety-five (95) percent of maximum of laboratory testing, and prime rock base.
- Pave up to approximately sixteen thousand (16,000) square feet with one and a half inch (1.5") VIRGIN Type S-3 hot mix asphalt in two, three-fourth inch ($\frac{3}{4}$ ") lifts with tack coat in between to cover new pickleball and basketball court areas.
- Final court surface should slope between point five (.5%) percent to one (1%) percent. The entire court should slope in one plane to the West.
- Install four (4) pairs of pickleball net post footers with PVC sleeves and center anchors. Patch disturbed surface.
- Install four (4) new adjustable basketball goals with padding. Goals must be approved by the City. Patch disturbed surface.
- Apply fiberglass membrane over entire surface of pickleball and basketball court areas.
- Apply four (4) coat acrylic color system, two (2) coats of Laykold Acrylic Resurfacer and two (2) coats of Tropicoat acrylic paint and playing lines for new all courts and to USAAPA specifications and high school regulations must be met for pickleball courts. Colors must be approved by the City.
- Install four (4) pairs of all aluminum external wind pickleball net posts, and nets with center straps.
- Final cleanup of jobsite, including removal and disposal of all demolished material.

The Selected Proposer shall be responsible for repairs or replacements of property damaged by the Selected Proposer during the performance of work. Replacement and/or repairs of damaged property will be at the Selected Proposer's expense and must meet the satisfaction of the City. Trees in the project area must be protected. Selected Proposer must secure work area with temporary fence.

The City reserves the right to delete or amend any of these services as listed and described herein.

SECTION 4: INSURANCE REQUIREMENTS

1. The Selected Proposer shall provide and maintain in force at all times during the Agreement with the City such insurance, including Workers' Compensation and Comprehensive General Liability Insurance, and Automobile Liability Insurance and will assure to the City the protection contained in the foregoing indemnification undertaken by the Selected Proposer, including the following:

- a. Workers' Compensation Statutory limits.
- b. Commercial General Liability Insurance with limits of no less than \$1,000,000.00, including City as an additional insured, with a \$2,000,000.00 umbrella policy.
- c. Automobile Liability coverage is to include bodily injury and property damage arising out of operation, maintenance, or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

2. Proposer is advised to require all of its' Subcontractors to provide the aforementioned coverage as well as any other coverages that the Agreement may consider necessary, and any deficiency in the coverages or policy limits of any Subcontractors will be the sole responsibility of the Selected Proposer.

SECTION 5: INDEMNITY

The Successful Proposer agrees to protect, defend, indemnify, and hold harmless the CITY of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Successful Proposer, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any Successful Proposer, subcontractor or any of the Successful Proposer's agents, servants, or employees during the performance of the Work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

SECTION 6: SELECTION PROCESS

A Selection Committee will evaluate all the proposals, references, and company information provided by the Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. The score shall be determined by the Committee at a public meeting. If the Selection Committee determines that it requires presentations or to ask questions, that portion of the meeting is exempt from Florida's public meeting requirements pursuant to Sections 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will rank proposers on a weighted score. City will award the work to the most responsive and responsible Proposer.

Table: 1

Selection Criteria	Points
Experience and History of the Proposer (must have at least five (5) years of experience completing all portions of the project similar or larger in size)	10
Total Price for all improvements	90
Maximum Points	100

SECTION 7: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form.
- B. Summary of Qualifications for the Proposer and for the individual principals to be assigned to complete the Work, including any certification for the tasks to be performed.
- C. Drug-Free Workplace Certification of Compliance.
- D. Non-Collusion Affidavit.
- E. Scrutinized Company Certification, Pursuant of Florida State Statue 287.135.
- F. Documentation from State of Florida Division of Corporations confirming the Proposer is authorized to do business in the State of Florida.
- G. E-Verify Form, pursuant to Florida Statute 448.095.
- H. Bid Bond
- I. Additional information such as qualifications, references, technical information, and company information, etc.
- J. Submit plans for all improvements of Dan Witt Park.

ATTACHMENT A

“Dan Witt Park Improvements - RFP 2022-002”

PROPOSAL FORM

Proposal of

(Company Name)

(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point
Attention: Office of City Clerk
2200 N.E. 38th Street
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy itself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that it has examined the specifications for the Work and from its own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and it has read all addenda prior to the opening of Proposals, and has satisfied itself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Proposer, and complete the project no later than one hundred eighty (180) days after proposal award.

Table 1
Dan Witt Park Improvements

Item:	Quantity	Unit	Cost
Mobilization and Demobilization operations are expected for the scope of work. Any and all costs associated with mobilization and demobilization shall be included in the items below.	Included		Included
Removal and disposal off site of all existing court material, fencing, asphalt debris, basketball goals, and tennis nets, etc.	1	LS	\$
Installation of new 8" rock base for two (2) new basketball courts and four (4) new pickle ball courts.	1800	SY	\$
Installation of first lift S-III @ 3/4" thick asphalt mix for two (2) new basketball courts and four (4) new pickle ball courts.	1790	SY	\$
Installation of second lift S-III @ 3/4" thick asphalt mix for two (2) new basketball courts and four (4) new pickle ball courts.	1790	SY	\$
Installation of new acrylic coat color system for two (2) new basketball courts and four (4) new pickle ball courts.	1790	SY	\$
Installation of four (4) new adjustable basketball goals and four (4) new pickleball court net posts and nets.	1	LS	\$

Installation of new ten (10) foot vinyl fencing around court area, entrance to park and north side of park including new gate entrance.	521	LF	\$
Installation of new four (4) foot vinyl fencing around pickle ball court area	173	LF	\$
Installation of new 4" thick concrete walks at entrance to park and access to new athletic courts.	5,752	SF	\$
Installation of concrete type "d" curb along the existing edge of pavement at the entrance to the park.	280	LF	\$
Repave asphalt driveway at gated entrance on north side of park S-III @ 1" thick.	110	SY	\$
Install sod	425	SY	\$
Total			\$

Proposer: _____

Address: _____

Name: _____

Title: _____

Phone Number: _____ Fax Number: _____

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ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business to provide sports court construction and commercial fencing:

List of similar projects, locations, and dates of service:

Project Location Date of Service Contact Name/Phone #

Has the Proposer ever failed to complete work awarded to it? _____ If yes, where, when, and why?

Will the Proposer be using subcontractors to perform any of the work? _____ If yes, name of all subcontractors.

Have you personally inspected the location of the proposed work? _____

Provide Written Description Qualifications:

Attached Company Brochure or Fact Sheet (if available).

Insurance limits:

A. Workmen's Compensation -
limit per accident \$ _____

B. Comprehensive General Liability -
limit per occurrence \$ _____

C. Business and Automotive liability-
limit per occurrence \$ _____

D. Other: \$ _____

(Selected Proposer will be required to furnish documentation if awarded the contract.)

Is this company a subsidiary?

If yes, name of Parent company.

Names of principals or officers:

Name	Title
------	-------

Name	Title
------	-------

Names of principals or officers of Parent Company, if any:

Name	Title
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Names of principals or officers of Primary Subcontractor, if any:

Name	Title
------	-------

Proposer: _____

Address: _____

Phone Number: _____ Fax Number: _____

By: _____

Signature

Printed Name, Title

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Proposer (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under proposal a copy of the statement specified in subsection (1).
4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the 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 guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community, by any employee who is so 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 the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

Signature of Notary Public

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

Certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

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

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

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

Company Name

Signature

Print Name

Title

ATTACHMENT F

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Dan Witt Park Improvements Project
Project No.: RFP 2022-002

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or Proposer.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subProposers/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

2. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:

Title
Date:
Phone:

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)