

**CITY OF LIGHTHOUSE POINT  
REQUEST FOR PROPOSAL**

Sealed bids will be received until Wednesday, September 14, 2022, 2:00 p.m. (local time), in the Office of the City Clerk, located in City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in Fletcher Hall for:

**Library Addition 2022**

**RFP No. 2022-006**

The City desires to hire a Contractor to construct an approximately 1800 square foot addition to the existing Library located at 2200 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064. The scope of this project includes construction of the addition in the municipal parking lot to the north of the existing Library. Proposers are responsible for performing an on-site inspection to evaluate current conditions. The bid proposal shall include all civil, landscape, structural, mechanical, plumbing, and electrical improvements necessary to provide a functional facility and all necessary components.

Proposer represents to City with full knowledge that City is relying upon these representations when submitting a proposal that the Proposer has the professional expertise, experience, supplies, equipment, vehicles, and manpower to perform the Work requested. Selected Proposer shall bear all costs associated with the Work. Proposers must be Florida licensed general contractors.

**A non-mandatory Pre-Proposal Conference** will be held in Fletcher Hall, located at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Wednesday, August 24, 2022.

Bidding blanks, filing instructions, and construction document may be obtained in the Office of the City Clerk. This bid is also advertised on [www.Demandstar.com](http://www.Demandstar.com).

It will be the sole responsibility of Proposers to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the bid opening date and time listed above. One (1) original and three (3) copies, and a thumb drive, must be submitted in sealed packaging and clearly marked **“Sealed Proposal RFP No. 2022-006 – Library Addition 2022”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the Proposer. Proposals will not be accepted from anyone who obtains bid documents from any other party.

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 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, or the City may reject proposals and re-advertise.

Pursuant to Florida law, all responses to this RFP are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner; provided that pursuant to Section 255.0518, F.S., the names and prices of the proposals will be announced at the bid opening. In the event presentations are necessary, 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.

Contact the City Clerk at 954-943-6500 or by email to [LHPAdmin@lighthousepoint.com](mailto:LHPAdmin@lighthousepoint.com) with any questions concerning this Request for Proposal.

## SECTION I. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their bids or proposals. These directions have equal force and weight with the contract documents 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. The Proposer must possess at least five (5) years demonstrated experience in construction and be a licensed Florida general contractor. 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 and the cost. No information derived from maps, plans, construction documents, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**3. Inconsistencies:** Any seeming inconsistency between different provisions of the drawings, construction documents, addenda, proposal or contract, or any point requiring explanation must be inquired into 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 plans, construction documents or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee 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 bids. 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 via email not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

**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 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6. Legal Conditions:** Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point.

**7. Forms and Proposals:** Sealed bids will be received until Wednesday, September 14, 2022, at 2:00

p.m. (local time), in the Office of the City Clerk. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original and three (3) copies, and a thumb drive, must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked **“Sealed Proposal RFP 2022-006, Library Addition 2022”**. The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. 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 uncertainty regarding the time a bid is received will be resolved against the Proposer.

**8. Bid Bond:** A certified check, cashier's check, treasurer'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 to 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.

**9. Performance Bond and Payment Bond:** Successful Proposer shall execute and furnish to City a Performance Bond and a Payment Bond pursuant to the requirements of Section 255.05, Florida Statutes, for 100% of the construction cost within 15 days upon execution of the written agreement between the City and successful Proposer.

**10. Filling in Bids:** All prices must be written in the Proposal, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal. Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

**11. Bids Firm for Acceptance:** Proposer warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening.

**12. Withdrawals:** Any Proposer may, without prejudice to himself, withdraw his 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. After expiration of the period for receiving proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving proposals, it shall forfeit its Bid Bond.

**13. 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 Proposal informal. Contact with personnel of the City of Lighthouse Point other than the City Clerk or

designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

**14. 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.

**15. Award of Bid:** The City Commission will award the Bid to the most responsible and responsive lowest price Proposer that has at least five (5) years of experience in construction. The Contractor(s) awarded the Bid must have satisfactory references.

**16. Agreement:** The Proposer(s) to whom award is made shall execute a written agreement to do the work. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if he were the original party to whom award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms and/or language in the attached Agreement by the deadline for submitting requests for interpretations in paragraph 4 above.

**17. Payment:** Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Successful Proposer shall submit invoices monthly as work progresses.

**18. Audit of Contractor's Records:** Upon execution of the Contract, 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, or thereafter, for a period up to three (3) years or the period of time in which federal or state agencies may review or audit the City for reimbursements received by the City. 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 Contract provisions.

Failure of the Contractor or subcontractor 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 his subcontractor will provide access to its records pertaining to the project upon request by the City.

**19. Pre-Proposal Conference:** A non-mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Wednesday, August 24, 2022.

**20. Questions about the RFP:** Questions regarding the project or the Proposal process shall be directed in writing to the City Clerk, City of Lighthouse Point, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064 or by email to LHPadmin@lighthousepoint.com or by fax 954-784-3446, no later than 2:00 p.m. (local time), on Tuesday, September 6, 2022. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP Bid may be grounds for

elimination from the selection process.

**21. 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.

## **SECTION 2. GENERAL INFORMATION**

2.1. For the purposes of this Request for Proposal, the “Proposer” shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this Request for Proposal. The “Successful Proposer” means the qualified responsible and responsive Proposer and Contractor to whom the City makes an award. The term “City” means the City of Lighthouse Point, a municipal corporation of the State of Florida.

2.2. The Proposer understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

2.3. The City will select an experienced Contractor that is the most responsive and responsible lowest bidder that takes extreme pride in their Work.

2.4 Proposers are responsible for all license and permit fees required by any licensing or governmental agency having jurisdiction except for the City of Lighthouse Point Building Department which the City will directly pay.

2.5 Anyone that receives copies of the construction documents, blueprints and similar documents must maintain the confidentiality of these documents under Section 119.071(3)b)1., Florida Statutes. All unsuccessful proposers must return all copies of such plans received from the City pursuant to this RFP immediately upon notification from the City of an award of the RFP

## **SECTION 3. SCOPE OF WORK**

The City of Lighthouse Point is seeking bids for the construction of a new City Library Addition. The new facility consists of a one-story approximately 1,800 square foot addition with a two-hour connection to the existing Library as part of the existing City Hall Complex.

The building will be constructed of masonry block and painted stucco finish, wood trusses, and a new standing seam metal roof. All exterior windows and doors will be impact rated. New electrical, mechanical, and plumbing systems will be provided and will tie into existing utilities.

Site work includes selective demolition as needed to construct new building, site drainage, utility extensions, new parking, and stripping. New landscape and irrigation as required for the area surrounding the new construction.

## **SECTION 4. INSURANCE REQUIREMENTS AND INDEMNIFICATION**

Proposer will have the proper insurance coverage and documents for this type of project, which will include:

4.1. Comprehensive General or Commercial Liability: Proposer shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Proposer shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4.2. Worker's Compensation: Proposer shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. Proposer agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Proposer shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Proposer's work force in accordance with State Statutes.

4.3. Business Automobile Liability: Proposer shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4.4 Indemnification. Successful Proposer agrees to protect, defend, indemnify, and hold harmless the City, 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, or others utilized by the Successful Proposer in the performance of the Agreement with the City. 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 his 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, or any of the Successful Proposer's agents, servants, or employees during the performance of the Work before the estimates have become due under the 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 5. SELECTION PROCESS**

A Selection Committee will evaluate all of the price proposal and references of Proposers, as contained in their submittals. Each Proposer should submit documents that provide evidence of capability to provide

the services required for the Committee's review. The Selection Committee will review Proposals and recommend the lowest qualified bidder. Award of the Agreement by the City Commission shall be made to the Proposer(s) who, in the sole discretion and determination of the City Commission, would best satisfy the City's needs.

## **SECTION 6. 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 to Florida State Statute 287.135.
- F. E-Verify Form, pursuant to Florida Statute 448.095.
- G. Documentation from State of Florida Division of Corporations confirming the Proposer authorized to do business in the State of Florida.
- H. Additional information such as qualifications, references, technical information, and company information, etc.

## ATTACHMENT A

### Library Addition 2022 – RFP 2022-006

#### **PROPOSAL FORM**

Proposal of

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(Company Name)

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

TO: City of Lighthouse Point  
Attention: City Clerk's Office  
2200 N.E. 38<sup>th</sup> Street  
Lighthouse Point, FL 33064

The undersigned, as Proposer, hereby declares that the 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.

Anyone that receives copies of the construction documents, blueprints and similar documents must maintain the confidentiality of these documents under Section 119.071(3)b)1., Florida Statutes. All unsuccessful proposers must return all copies of such plans received from the City pursuant to this RFP immediately upon notification from the City of an award of the RFP

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 himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the request and from his 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, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the request to which this proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to provide the product no later than thirty (30) days of the award of the bid.

Proposer: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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



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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

#### Notice To All Bidders

For each payment item, Proposer agrees to furnish all labor, materials, tools and equipment necessary to properly perform the full completion of the work described herein and in the construction documents. The lump sum proposal includes all mobilization and demobilization costs.

#### **PROJECT DESCRIPTION**

The City of Lighthouse Point is seeking bids for the construction of a new City Library Addition. The new facility consists of a one-story 1,800 square foot addition with a two-hour connection to the existing library as part of the existing City Hall Complex.

The building will be constructed of masonry block and painted stucco finish, wood trusses, and a new standing seam metal roof. All exterior windows and doors will be impact rated. New electrical, mechanical, and plumbing systems will be provided and will tie into existing utilities.

Site work includes selective demolition as needed to construct new building, site drainage, utility extensions, new parking, and stripping. New landscape and irrigation as required for the area surrounding the new construction.

#### **LUMP-SUM BID**

Base Bid, Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Currie Sowards Aguila Architects, and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated lump-sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

#### **UNIT PRICING**

##### a. General

- (1) This form is required to be attached to the Proposal Form.
- (2) Proposers are requested to identify unit pricing for the items in the below Unit Price Schedule. The cost for these items should already be included in the Lump-Sum Bid above.
- (3) The below Unit Price Schedule will be used if civil work is added to, or deleted from, the Lump-Sum Bid above.

b. Unit Price Schedule

Description	Unit	Cost
(1) 18" Storm Pipe	LF	\$ _____
(2) Exfiltration Trench	LF	\$ _____
(3) Storm Inlet	EA	\$ _____
(4) Storm Manhole	EA	\$ _____
(5) Fill	CY	\$ _____
(6) SP – 9.5 Asphalt	SY	\$ _____
(7) SP 12.5 Asphalt	SY	\$ _____
(8) 8" Limerock Base	SY	\$ _____
(9) 12" Stabilized Subgrade	SY	\$ _____
(10) Pavement Restoration	SY	\$ _____
(11) Type D Curb	LF	\$ _____
(12) 4" Concrete Sidewalk	SF	\$ _____
(13) Tree Palm Relocations	EA	\$ _____
(14) Southern Live Oak	EA	\$ _____
(15) Silver Buttonwood	EA	\$ _____
(16) Auntie Lou Ti (shrub)	EA	\$ _____
(17) Red Tip Cocoplum (shrub)	EA	\$ _____
(18) Dwarf Yaupon Holly (shrub)	EA	\$ _____
(19) Wax Jasmine (shrub)	EA	\$ _____
(20) Sod	SF	\$ _____

## ATTACHMENT B

### SUMMARY OF QUALIFICATIONS

Number of years your company has been in business as a licensed contractor: \_\_\_\_\_

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

Project	Location	Date Completed	Contact Name/Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has this company ever failed to complete work awarded to it? \_\_\_\_\_. If yes, where, when and why?

Will this company be using subcontract labor? \_\_\_\_\_. If yes, name of primary subcontractors.

Does this company own the equipment needed to perform this work? \_\_\_\_\_

Will this company need to rent additional equipment? \_\_\_\_\_

Is the proposer a Florida licensed general contractor? \_\_\_\_\_

Provide Written Description Qualifications of Company:

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Contractor's License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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: \$ \_\_\_\_\_

(Contractor 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
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Name	Title
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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
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PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name, Title

**ATTACHMENT C**

**DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

The undersigned vendor (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 penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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 employee'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                    )  
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

My Commission Expires:

\_\_\_\_\_  
Printed Name 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

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Print Name

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Title

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Date

STATE OF FLORIDA )  
COUNTY OF ) SS

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.

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Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

**ATTACHMENT E**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

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

## ATTACHMENT F

### E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Library Addition 2022

Project No.: RFP 2022-006

#### 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)