



**Town of Montverde, Florida**

**INVITATION TO BID**

**BID #2024-03**

**Division #04**

**04A – Masonry Package**

**CMU Walls, CMU Stem Wall**

Date of Bid: April 2024

Due Date and Time for Bid: May 13, 2024 2:00 pm

Public Opening Date for Bid: May 13, 2:05 p.m.

**General Description of Work for Bid: Per Plan and Specifications Masonry Package; CMU Walls, CMU Stem Wall.**

Pursuant to the Plans and Specifications: Montverde Library Arch Permit Set Resubmit Vol 1SS-1 110623, Montverde Library Arch Permit Set Resubmit Vol 2SS-1 110623, Mechanical Binder, Electrical Binder, Contractor Select Home Guard LED Security Lights, E- 101, Emergency Sure Lites Cooper, Exhaust Grille PAS, Exit Sign\_edg\_edgr, Havell FanMomenta, linear supply diffusers FL-30, Main\_lithonia-2rtl2 specs, mark-mglp pendant Type D, mark-mglp-pendant Type E, Montverde Library Structural Permit Set, Montverde Project Manual Vol 1 8-21-23, Product Launch on-ramp deck – Lithonia-wdge-led-wall-luminaire-customer-version-aug-2022, Recessed can\_lithonia-LDN8-spec, Roll Formed Aluminum Return Air Grilles, Square face diffuser, Strip Light\_clx-strip-light-spec-sheet, ToM Library Project Manual Vol 1 8-21-23, all return air350RL, wall supply difuser300FL.

The TOWN is constructing a new Library in the Town of Montverde. The Town Manager and Project Superintendent will oversee construction, and contractor trades. The TOWN will be issuing a contract to one or more contractors to perform the work of various trades. relating to constructing a new Library. A scope of work for each portion of construction for which a contractor is needed is attached hereto, or will be provided in a future, separate Bid. The selected firms will be expected to provide professional construction services on the new library according to the plans and specifications attached hereto and is generally described as follows:

The CONTRACTOR shall furnish all the materials, tools, equipment, supplies, and labor necessary to perform the work. CONTRACTOR represents to TOWN, with full knowledge, that TOWN is relying upon these representations when submitting a Bid that CONTRACTOR has the professional expertise, experience, and manpower to perform the services requested. CONTRACTOR shall be certified by the Florida Department of Business & Professional Regulation and have all the licenses and permits necessary to legally perform the work. Furthermore, the CONTRACTOR will work with the TOWN so the TOWN may purchase materials for the job to utilize its tax-exempt status.

The CONTRACTOR may submit a Bid for one or more of the listed scope of work attached hereto, or that may be provided in a future, separate BID.

The Town of Montverde reserves the right to reject any bids, to waive any informalities and irregularities, and to accept or reject all or any part of any bid as they deem to be in the best interest of the citizens of the Town of Montverde, or the Town may reject bids and re-advertise.

## **SECTION 1: INSTRUCTIONS TO BIDDERS**

The following instructions are given to guide Bidders in properly preparing their bid or bids. These directions have equal force and weight with the specifications, and strict compliance is required with these provisions.

1. **QUALIFICATIONS OF BIDDERS:** No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Montverde upon any debt or agreement, or who has defaulted, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by the Town Council of Montverde. The Bidder must possess at least three (3) years of demonstrated experience in work similar to or more extensive than the work anticipated in this project. The Bidder must have sufficient qualified staff and resources to complete the work in the time required.
2. **PERSONAL INVESTIGATION:** Bidders shall satisfy themselves by personal investigation and other means they may think necessary or desirable regarding the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Town staff or their consultants or agents shall relieve the Contractor from any risk or from fulfilling all contract terms.
3. **QUESTIONS ABOUT THE BID:** Questions regarding the project or the bid process shall be directed in writing or by phone to the Montverde Construction Superintendent.  
*Email: construction@mymontverde.com*  
*Phone #: 407 469-2681*
4. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, Bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing to the Montverde Construction Superintendent at the e-mail address provided above, at least ten (10) days prior to the time set for opening Bids. After Bids are opened, the Bidders shall abide by the Town Manager or designee's decision regarding such interpretation. Interpretations will be posted by the Town on the Town's website prior to the deadline set for submitting a Bid. It is the Bidder's sole responsibility to review any posted interpretations prior to submitting a Bid.
5. **ADDENDA AND INTERPRETATIONS:** The Town reserves the right to post addenda to this BID. No addenda and no interpretations of the meaning of the specifications or other contract documents will be made orally to any Bidder. Bidders must request such interpretation from the Construction Superintendent or Town designee in writing to the Montverde Construction Superintendent at the e-mail address provided above. To be considered, such a request must be received at least ten (10) days prior to the time set for opening Bids. After Bids are opened, the Bidders shall abide by the Town Manager or designee's decision regarding such interpretation. It is the Bidder's sole responsibility to review any posted interpretations or addenda prior to submitting a Bid.
6. **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.
7. **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.
8. **LEGAL CONDITIONS:** Bidders are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Lake County, and the provisions in the Town Charter and the ordinances of the Town of Montverde, including without limitation those relating to construction services. Any omissions or inconsistencies herein shall not relieve Bidder of any obligations to comply with such applicable laws at Bidder's expense.

9. **FORMS OF BIDS:** Each Bid 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 four (4) copies, must be enclosed in a sealed envelope when submitted to the Office of the Town Clerk, 17404 6th Street, Montverde, Florida 34756, and all outer packaging must show the name of the Bidder and be marked **“SEALED BID NO. 2024-03 Division 04 Masonry Package. MUNICIPAL LIBRARY CONSTRUCTION SERVICES.”** The Bid 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 Bid. No Bid will be accepted, for any reason, which is not submitted to the Office of the Town Clerk as stated above, within the specified time.
10. **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by the Town of Montverde for ninety (90) days from the date of Bid opening.
11. **WITHDRAWALS:** Any Bidder may, without prejudice, withdraw their Bid at any time prior to the expiration of the time during which Bids may be submitted. Such a request for withdrawal must be in writing and signed in the same manner and by the person who signed the Bid. After the expiration of the period for receiving Bids, no Bid can be withdrawn, modified, or explained, and any such withdrawal or attempt to modify or explain a Bid shall result in the forfeiture of the bid bond.
12. **CAUSES FOR REJECTION:** No Bid will be canvassed, considered, or accepted which, in the opinion of the Town Manager, 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 Bids for all items called for in the schedule shall render the Bid informal.
13. **REJECTION OF BIDS:** The Town reserves the right to reject any Bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the Town that such Bidder is appropriately qualified to carry out the obligations and to complete the work contemplated. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders. A Bid 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 Town of Montverde reserves the right to reject any Bids, to waive any informalities and irregularities, and to accept or reject all or any part of any Bid, and to waive such technical errors as may be deemed to be in the best interest of the Town, or the Town may reject Bids and re-advertise.
14. **AWARD OF BID:** The Town will award the Bid to the most responsible and responsive lowest Bidder as determined by the Selection Committee. In the event the Bidder does not execute an Agreement with the Town within thirty (30) days upon award of the Bid or provides information that the BIDDER cannot do so, the award may be canceled and awarded to the next rated responsible Bidder at the discretion of the Town Council. The Town will have the right to pursue its legal remedies against the original BIDDER. The second-rated Bidder shall fulfill every stipulation as if the original party to whom the award was made.
15. **AGREEMENT:** The Bidder to whom an 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 same deadline as requests for interpretations above. A successful Bidder will be expected to sign the Agreement as provided herein.
16. **PAYMENT:** Payment will be made when all work is completed to the satisfaction of the Town Manager or designee. A successful Bidder can submit payment requests no more than monthly.
17. **AUDIT OF CONTRACTOR'S RECORDS:** Upon award, the Town reserves the right to audit the Contractor's records. Such an audit, or audits, may be conducted by the Town or its representatives at any time prior to final payment or thereafter for a period of up to three (3) years. The Town may also require submittal of the records from the Contractor and any of its subcontractors, or both at no cost to the Town. For this Section, records shall include all books of account, supporting documents, and papers deemed necessary by the Town to assure compliance with the Request for Bid provisions. Failure of the Bidder 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 Town. The Contractor shall ensure that any of its subcontractor(s) will provide access to its records

pertaining to the project upon request by the Town.

18. No Bidder nor any prospective Bidder may contact, communicate with or discuss any matter relating in any way to this BID with any member of the Town of Montverde Town Council, or any employee of the Town other than the Town Manager and designee. This prohibition begins with the issuance of the BID and ends upon execution of the Agreement. Any such communication initiated by a Bidder or a prospective Bidder shall be grounds for disqualifying the offender from consideration for award pursuant to this BID and other solicitations that the Town may issue in the future.
19. The Town reserves the right to cancel a solicitation at any time prior to entering a written Agreement. The decision to cancel a solicitation cannot be the basis for a protest.

## **SECTION 2: GENERAL INFORMATION**

1. The Town of Montverde is interested in obtaining Bids for the services of an experienced municipal construction contractor. The TOWN wants a contractor who takes extreme pride in their work and will expertly perform their duties. The selected firm(s) will supply all labor, materials, equipment, and debris removal, except that the TOWN may direct purchase materials to avoid unnecessary payment of sales tax.
2. Allowable work time is Monday through Friday, from 7:00 a.m. to 5:00 p.m.
3. It is the responsibility of a contractor to conduct a visual on-site inspection of the project prior to submitting a Bid for consideration. In addition, Contractor and Town personnel will meet prior to the commencement of work for project planning purposes.
4. A contractor shall maintain its work area and keep it free of trash and debris.

## **SECTION 3: SCOPE OF WORK**

1. The Contractor is responsible for performing an on-site inspection to determine conditions and work requirements. Bids received from Bidders who have not completed an on-site inspection before submitting the Bid may be disqualified. A successful Bidder must provide the service outlined in the scope of work and plans and specifications.
2. All workers performing services shall be employees of CONTRACTOR unless previously approved in writing as a Subcontractor by the TOWN, and said employees will be covered accordingly by CONTRACTOR'S insurance, including Workers' Compensation.
3. CONTRACTOR is responsible for and shall promptly repair , within a reasonable timeframe, damage to TOWN Property caused by CONTRACTOR, as determined by TOWN and CONTRACTOR.
4. CONTRACTOR agrees to perform contracted services professionally and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Agreement's intent or meeting the TOWN's reasonable expectations may be rejected. Replacements and rework, as required, will be accomplished promptly at no additional cost to the TOWN.

## **SECTION 4: INSURANCE REQUIREMENTS**

The contractor will have the proper insurance coverage and documents for this type of project as outlined in the Agreement, which will include:

1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the Town of Montverde, 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. Contractor shall provide Two Million Dollar (\$2,000,000.00) annual aggregate Comprehensive General Liability coverage. The town 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.

2. **Worker's Compensation:** The contractor 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. The contractor agrees to be responsible for its employees' employment, conduct, and control and for any injury sustained by such employees during their employment. The contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of the Contractor's workforce by State Statutes.
3. **Business Automobile Liability:** The contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined with a single limit for Bodily Injury Liability and Property Damage Liability. The Town shall be named as an additional insured regarding this Agreement. Certificates evidencing the required limits will be provided to the Town annually on the Agreement's anniversary date. 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. **Certificates of Insurance:** Before commencing the performance of the Agreement, the Contractor shall furnish the Town of Montverde with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:
  - a) Name of insurance carrier(s)
  - b) Effective and expiration dates of policies
  - c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
  - d) Duplicate Policy or Certificates of Insurance stating that the interests of the Town of Montverde, Florida, are included as an additional named insured and specifying the project/location.

Such insurance shall apply despite any insurance that the Town of Montverde may carry in its name.

5. **Subcontractor Insurance:** The contractor shall require all of its subcontractors to provide the coverage above as well as any other coverages that the Contractor may consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

## **SECTION 5: INDEMNITY**

As outlined in the Agreement, the Contractor agrees to protect, defend, indemnify, and hold harmless the Town of Montverde, its officers, employees, and agents from and against any 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 Contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or artistry, actual or alleged infringement of any patent, trademark, copyright, or 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. The contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and to bear all other costs and fees related to it, even if the claim(s) is groundless, false, or fraudulent.

## **SECTION 6: SELECTION PROCESS**

The Selection Committee will evaluate the Bidders' Bids, written qualifications, references, technical information, and company information, 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. Bidders may be asked to make a presentation to the Selection Committee. Bidders will not be permitted to remain in the meeting while other

Bidders are making presentations. The Committee shall determine the score at a meeting, which, pursuant to Florida law, is exempt from public meeting requirements. The Selection Committee will rank Bidders on a weighted score. The Town will award the Bid to the most responsive and responsible lowest Bidder.

### Scoring Criteria

Criteria	Weight
Experience of Company and References	20 %
Selection Committee	20%
Price	60%
<b>Total</b>	<b>100 %</b>

**Experience of Company and References (20%):** The degree to which the Bidder has demonstrated expertise in providing quality construction services for projects comparable in scope and complexity References provided.

**Selection Committee (20%):** Determined to meet the needs of the Town, including but not limited to current and projected workloads, responsiveness, whether or not subcontractors are proposed to be used for performing the Scope of Work.

**Price (60%):** Price must include all services identified in the BID.

### SECTION 7: GOVERNING LAW

Contractors will agree that the laws of the State of Florida shall govern the contract. Subject to arbitration provisions, any claim, objection, or dispute arising out of this Agreement shall be litigated in the Fifth Judicial Circuit in and for Lake County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

### SECTION 8: BID PACKAGE

Each Bidder is required to complete and submit the following information with their Bid:

- A. Bid Form including a statement of the Scope of Work for which it is submitting a Bid, if submitting multiple Bids for more than one Scope of Work, a separate Bid Form and separate Summary of Qualifications is required.
- B. Base Bid Form.
- C. Bid Bond/Guaranty. Each bid must be accompanied by a Bid Bond or Cashier's Check, in the amount of 5% of the bid amount.
- D. Summary of Qualifications
- E. Drug-Free Workplace Certification of Compliance
- F. Non-Collusion Affidavit
- G. Scrutinized Company Certification, pursuant to Florida State Statute 287.135
- H. E-Verify Form, pursuant to Florida Statute 448.95
- I. Documentation from the State of Florida Division of Corporations confirming the Bidder authorized to do business in the State of Florida
- J. Additional Information such as qualifications, references, technical information, company information, etc.
- K. List outlining Litigation History, including but not limited to State, County, Case No. of litigation (for last 10 years)

## **SECTION 9: SCOPE OF WORK**

The Scope of Work (Work) for this solicitation is:

### **General Description of Work for Bid: Per Plan and Specifications Masonry Package; CMU Walls, CMU Stem Wall.**

Pursuant to the Plans and Specifications: Montverde Library Arch Permit Set Resubmit Vol 1SS-1 110623, Montverde Library Arch Permit Set Resubmit Vol 2SS-1 110623, Mechanical Binder, Electrical Binder, Contractor Select Home Guard LED Security Lights, E- 101, Emergency Sure Lites Cooper, Exhaust Grille PAS, Exit Sign\_edg\_edgr, Havell FanMomenta, linear supply diffusers FL-30, Main\_lithonia-2rtl2 specs, mark-mglp pendant Type D, mark-mglp- pendant Type E, Montverde Library Structural Permit Set, Montverde Project Manual Vol 1 8-21-23, Product Launch on-ramp deck – Lithonia-wdge-led-wall-luminaire-customer-version-aug-2022, Recessed can\_lithonia-LDN8-spec, Roll Formed Aluminum Return Air Grilles, Square face diffuser, Strip Light\_clx-strip-light-spec-sheet, ToM Library Project Manual Vol 1 8-21-23, all return air350RL, wall supply difuser300FL.

**ATTACHMENT A**

**“Contractor Services”  
BID 2023-03**

**BID FORM**

Bid of

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address, Town, State, Zip, Phone Number)

\_\_\_\_\_  
(Scope of Work)

TO:                   Town of Montverde  
                          Attention:  
                          Town Clerk  
                          17404 6<sup>th</sup> St.  
                          Montverde , FL 334756

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

The Bidder further declares that he has examined the Request for Bid and understands the equipment and materials that are desired, that he/she has made sufficient investigations to fully satisfy himself/herself that such labor, material, and equipment are available, and he/she assumes full responsibility, therefore; that he/she has examined the specifications for the Work and from his/her 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 Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form. He/she has read all addenda prior to the opening of Bids. He/she has satisfied himself/herself fully relative to all matters and conditions concerning the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to begin the project no later than thirty (30) days of the issuance of the Notice to Proceed and complete the project no later than ninety (90) days after the Notice to Proceed, unless otherwise agreed to in writing by the Town Manager.

Bidder: \_\_\_\_\_

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

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

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

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

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



**CONTRACTOR MUST BID ALL ITEMS**

Table 1

SERVICE	Price	X	MULTIPLY FACTOR	=	TOTAL
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
<b>TOTAL</b>					

The total amount stated in words: \_\_\_\_\_

**ATTACHMENT B**

**SUMMARY OF QUALIFICATIONS**

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

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

Project	Location	Date Completed	Contact Name/Phone #

Has this company ever failed to complete the work awarded to it? If yes, where, when, and why? (attach additional page if necessary to provide a full explanation.)

Have you personally inspected the location of the proposed work? \_\_\_\_\_

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

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

Will this company need to rent additional equipment? \_\_\_\_\_ If yes, list the additional equipment needed, and plans for renting:

\_\_\_\_\_

\_\_\_\_\_

Provide a list of tools and equipment that will be used on this project. \_\_\_\_\_

Provide Written Description of Qualifications: (attached additional page if necessary to provide full description of qualifications) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attached is the Company Brochure or Fact Sheet (if available).

Insurance limits (alternatively submit COI or Declarations page):

- 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, the name of the Parent company. \_\_\_\_\_

Names of principals or officers:

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

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

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

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

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

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

BIDDER: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Signature

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

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**ATTACHMENT C**

**DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

The undersigned Contractor (firm), by Chapter 287.087, Florida Statutes, hereby certifies that  
\_\_\_\_\_ it 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 providing the contractual services under the Bid a copy of the statement specified in subsection (1).
4. Notify the employee that by 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 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 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. By implementing this section, Make a reasonable faith effort to maintain a drug-free workplace.

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. They are personally known to me or have been produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this day of \_\_\_\_\_20\_\_\_\_.

NOTARY SEAL

\_\_\_\_\_  
(Notary Signature)





**ATTACHMENT F**

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

Project Name: Town Library

Project No.: BID 2023-001

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 Bidder.

“*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 verify the employment eligibility of newly hired employees electronically.

Effective January 1, 2021, Contractors shall register with and use the E-Verify system 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/subBidders/subcontractors) assigned by the Contractor to perform work pursuant to the contract with the Town of Montverde. 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 Town of Montverde and

Should the vendor become the successful Contractor awarded for the project named above, 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. The contractor shall also require all subcontractors to provide an affidavit 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 Town 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 Town 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 terminate the contract with the subcontractor immediately.

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 termination date.

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 termination date.



Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ )

The preceding instrument was acknowledged before me using  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 (Name of Notary Typed, Printed or Stamped)

\_\_\_\_\_

# **AGREEMENT**