

**ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES PIGGYBACK
AGREEMENT NO. 12363
BETWEEN
CITY OF POMPANO BEACH, FLORIDA
AND
ADVANCED ROOFING, INC.**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, ("Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

ADVANCED ROOFING, INC., a Florida corporation, having its office and place of business at 1950 NW 22nd St, Fort Lauderdale, FL 33311, referred to here as "Contractor".

City and Contractor may also be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the City's Building Maintenance Department wishes to enter into this Agreement for Roofing Inspection, Maintenance and Repair Services (hereinafter "Agreement"); and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation RPW22137MM and contractual arrangement RPW22137MM-A between the City of Cape Coral ("Cape Coral") and Contractor, a copy of which is attached hereto and incorporated herein as Exhibit "A," and adopted in its entirety by City and Contractor (hereinafter "Contract

RPW22137MM-A”), together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, the City Manager has determined that piggybacking with Contract RPW22137MM-A is necessary for Roofing Inspection, Maintenance and Repair Services, and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **RECITATIONS.** The foregoing “WHEREAS” clauses are adopted and incorporated in this Agreement.

2. **TERM.** This Agreement shall commence on the Effective Date and unless it is cancelled sooner upon thirty (30) days written notice and pursuant to the same terms and conditions as set forth in Article 5 of Contract RPW22137MM-A, shall be of a two-year term. This Agreement may be extended for two (2) additional one-year periods with City commission approval, upon request of City and with written agreement by Cape Coral and Contractor, provided the contract with Cape Coral is still in effect as of the time of renewal. The Contractor has no right to or vested interest in any renewal term and will be evaluated on its performance under this Agreement prior to the expiration of the then current term or renewal period.

3. **Roofing Inspection, Maintenance and Repair Services.** The Contractor agrees to provide Roofing Inspection, Maintenance and Repair Services. Contract RPW22137MM-A is incorporated into this Agreement for all purposes, except as may be stated below.

The following provisions are included as supplementary to and amending the Agreement:

A. City shall pay Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement in the total amount not to exceed one hundred fifty thousand dollars (\$150,000.00) per fiscal year this Agreement is in place. If the City requires services not covered by unit prices already made a part of the Contract RPW22137MM-A, by and through a separate agreement, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.

B. If permits are required as part of the Roofing Inspection, Maintenance and Repair Services, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from City necessary to file such permit applications. The City’s Building Maintenance Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for Cape Coral with regard to any and all provisions of the Contract RPW22137MM-A, including, for example and

without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations and warranties of Contractor made in the Contract RPW22137MM-A, are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Prior to the execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City in accordance with Exhibit "B," Insurance Requirements. Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify, defend, save and hold harmless City, its officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this Agreement shall constitute specific consideration to Contractor for the indemnification to be provided under this Agreement. Such indemnification does not serve as consent for either party to be sued by third parties.

4. PUBLIC RECORDS.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

5. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

6. **NOTICE.** Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison
City Manager
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, Florida 33060

George Buenaventura
Facilities Maintenance Operations Director
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, Florida 33060

Copy to: Aymara R. Schmidt
Contract Manager
100 W Atlantic Blvd
Pompano Beach, Florida 33060

For Contractor: Steve Schoen
Director of Government Services
1950 NW 22nd St
Fort Lauderdale, Florida 33311

7. **GOVERNING LAW AND VENUE; WAIVER OF TRIAL BY JURY.** The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in the 17th Judicial Circuit in Broward County, Florida and in the Federal Courts serving the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT.

8. **NONEXCLUSIVITY.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

9. **INDEPENDENT CONTRACTOR.** Both City and Contractor agree that Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities or other obligations for Contractor's employees, agents or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

10. **COMPLIANCE WITH ALL LAWS.** In the conduct of its activities under this Agreement, Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on Contractor's part shall in no way relieve Contractor from this responsibility. Contractor, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County and the City.

11. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties. In the event of conflict between Contract RPW22137MM-A and this Agreement, the order of priority shall be: (1) the terms and conditions contained within this Agreement; and then (2) those contained in Contract RPW22137MM-A.

13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **SCRUTINIZED COMPANIES.**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor 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 Contractor 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 Section 287.135, Florida Statutes, as amended from time to time.

15. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

16. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

H. The undersigned is authorized to execute this affidavit on behalf of Entity.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as to Form:

MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”

Advanced Roofing, Inc.

Witnesses:

[Signature]

By: [Signature]
Robert Kornahrens, President

Michael Kornahrens
(Print or Type Name)

[Signature]

Jason Carruth
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 18 day of October, 2024, by Robert Kornahrens as President of Advanced Roofing, Inc. a corporation on behalf of the corporation. **He is personally known to me** or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Faith Williams
(Name of Acknowledger Typed, Printed or Stamped)

HH 122418
Commission Number

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
RPW22137MM-A

THIS CONTRACT is made this 18th day of May, 2023 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and ADVANCED ROOFING, INC., doing business as a corporation located at 1950 NW 22nd Street, Fort Lauderdale, FL 33311, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will commence and complete the Roofing Inspection, Maintenance and Repair Services for the City of Cape Coral's properties in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted.

The term of the contract to be awarded as a result of this proposal shall be for **three years** starting on the effective date and may be renewed for **two additional, one-year periods** upon mutual agreement by the City and the Contractor.

5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this agreement. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this agreement, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, the Bid Package prepared and issued by the CITY, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.
7. **Assignment:** This agreement may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
9. **Administration of Agreement:** The appropriate City Director or their representative shall administer this agreement for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
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Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney's fees.

11. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
12. **Payment Procedures:** CITY shall make payment and Contractor(s) shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies Contractor(s) in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.
- If CITY shall give such notice to the Contractor(s) within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Contractor(s) the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Contractor(s) shall promptly refund to the CITY the amount of such overpayment.
13. **Contractor's Representations:** In order to induce CITY to enter into the Agreement CONTRACTOR makes the following representations:
- CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.
- CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.
14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Other Provisions:** The CITY reserves unto itself sole authority to execute and authorize the issuance of change order(s), directives, or other documents to the CONTRACTOR which impact on or change the contract time or price. These actions by the CITY will be taken after due consideration of the recommendations and analysis of the ENGINEER. This provision supersedes any other contradictory provisions within the Contract Documents.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
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17. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

18. **Public Record:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
19. **Public Construction Bond (if applicable):** Any Contractor entering into a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of contract amount.
20. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance required by law.
- a. **Workers' Compensation:** Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.
- b. **Comprehensive General Liability:** Shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.
- c. **Commercial Auto Liability:** Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.
- d. **Certificate of Insurance:** The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy and the contract number (RPW22137MM-A) shall be listed under the comments section. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

City of Cape Coral
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The City of Cape Coral shall be named on the COI as additional insured on the General Liability. This does not pertain to Workers' Compensation. The Project Name and Number to also be listed. (Roofing Inspection, Maintenance and Repair Services – RPW22137MM-A).

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities

21. **Annual Appropriation Contingency:** Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
22. **Immigration Affidavit Certification and E-Verify Validation:**
As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. ***Subcontracts:*** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

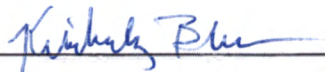
City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
Contract #: RPW22137MM-A


- 23. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this ITB. This applies to any sub-contractors used by the Contractor aswell.
- 24. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for good or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
- 25. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
- 26. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- 27. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written.

ATTEST:

CITY:


Signature: 
 Typed Name: Kimberly Bruns, CMC
 Title: City Clerk

CITY OF CAPE CORAL, FLORIDA
 Signature: 
 Typed Name: Michael Ilcyszyn
 Title: Interim City Manager
 Date: 5/18/2023

CITY LEGAL REVIEW:

 4/13/2023
 For Dolores Menendez Date
 City Attorney

CONTRACTOR:

ADVANCED ROOFING, INC.
 Signature: 
 Print Name: Bill Lester
 Title: Branch Manager
 Date: 4/24/23

RPW22137MM

Roofing Inspection, Maintenance and Repair Services

Advanced Roofing, Inc

EXHIBIT A

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$.07	500,000-750,000	
\$.06	750,000-1,000,000	
\$.05	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 70.00	\$ 80.00	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 65.00	\$ 75.00	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		15 %
Other Material/Part % Markup from cost		15 %



April 11, 2023

NOTICE OF INTENT TO AWARD

REQUEST FOR PROPOSAL #: RPW22137MM

ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES

After reviewing responses received for the above-mentioned Request for Proposal, staff recommends City Council take the following actions:

Award to the following proposers:

Primary: Advanced Roofing, Inc.

Secondary: ORB Roofing Solutions

Failure to file a protest of this bid in accordance with Section 2-150 of the City of Cape Coral Code of Ordinances shall constitute a waiver of the right to protest.

Sincerely,

A handwritten signature in blue ink that reads "Wanda Roop".

Wanda Roop, CPPO
Procurement Manager



TAB A:

City of Cape Coral-Roofing Inspection Maintenance and Repair Services

Cape Coral-Roofing Inspection Maintenance and Repair Services
Advanced Roofing, Inc
4909 West Knollwood St Tampa, FL 33634
813-885-5811
12/14/2022
Bill Lester, Branch Manager

ORIGINAL



TAB B:
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TAB C – LETTER OF INTEREST

COMPANY PROFILE

Advanced Roofing, Inc., (ARI) is uniquely positioned to bring the most innovative roofing techniques and products our customers. ARI began in 1983 and has since grown to be South Florida's premier commercial roofing specialist. We have become a full-service roofing contractor, consisting of: a service department providing repairs and maintenance, Roof Asset Management Programs, metal roofing department, Electrical department, HVAC department, a custom sheet metal fabrication department, crane division and solar/renewable energy department.

As it relates to this RFP, ARI has embraced technology to offer our clients the most comprehensive Roof Asset Management Program on the market. Our Advanced Access System is a cloud-based management portal that gives owners access to their roofing, solar or mechanical data at their convenience. Whether at your office or remote location, your building information is always accessible.

Our RAMP Team has completed dozens of large logistically challenging Roof Asset Management Programs throughout the State of Florida for private and government agencies. These agencies include County, City, School Districts, Public Utilities Division and Universities. We fully acknowledge and understand the challenges inherent in every public agency with tight budgets and limited resources, our collaboration with our government partners is critical in managing its ever-deteriorating roofing assets. **Bottomline:** You need to know what you have in order to properly plan for the management of these assets.

We are pleased to announce that we have won "The Excellent Protection Award". We received this honor (in which only 35 out of thousands of contractors received this award in the USA). You can count on ARI to bring nearly 40 years of impeccable service along with our outstanding safety record throughout every phase of the project. You can expect constant communication, excellent workmanship, and superior service from start to finish. Any challenge is an opportunity for us to bring a solution. From the time you sign with us, we've got it all covered. When we say we'll do something, you can swear by it.

Established in 1983, Advanced Roofing, Inc. is a full-service commercial roofing company. With "Commitment to Quality" through solving customers' needs with premium materials and excellent craftsmanship, Advanced Roofing has been named one of the top ten roofing contractors in the United States. Licensed, bonded and insured, Advanced Roofing's dedication to safety, professionalism, and quality work is signified through the satisfaction of hundreds of customers. Advanced Roofing has your solutions all under one roof.



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In addition, due to Advanced Roofing's elite status in the industry, we are able to provide our customers with additional benefits including:

- Named #1 Roofing Contractor in South Florida
- \$150 million Bonding Capacity
- Additional Captive Insurance
- FPL Approved Contractor
- Certified with all major manufacturers
- Full Safety Division
- In-house Sheet Metal Department, Crane Division, HVAC, Electrical, Lightning Protection & Solar/Renewable Energy department
- 24/7 Service and Emergency Repairs

We offer a wide variety of roof systems to fit your needs, and we are certified by every major material manufacturer to install the highest quality roofing systems with the best warranties. This relationship enables ARI to work with our manufacturing partners to assess and conduct warranty repairs during the assessment process. In addition, we can work with manufacturers, post-hurricane events, to determine if roofing warranties can be reinstated after repairs are conducted on damaged roofs, following a major event.

ARI has signed agreements with other governmental agencies to support FEMA. We are also recognized on the Federal Contractor Registry (SAM# shown below). We are also Certified by the International Safety Network (ISN) which recognizes contractors for their safety programs and safety records where our EMR Rate is approximately .6. Our roofing departments have over 500 expertly trained Construction Managers, foreman, roofing mechanics, survey technicians and laborers. They are all intensively trained in roofing safety procedures.

Our service department handles all major and minor problems that may occur on your roof quickly, efficiently, and at a reasonable cost. With over 500 buildings, totaling over 14 million square feet of roof, under Advanced Roofing's Proactive Maintenance Agreement, our commitment to service speaks for itself. Advanced Roofing's dedication to clients has allowed Advanced Roofing to grow, expand, and service the roofing needs of some of Florida's biggest businesses, government entities, schools, and more.

EXISTING TERM CONTRACTS

South Area Term Contracts:

- Baptist Health - Emergency Roof Repairs
- Baptist Health - Master Agreement
- Boeing Company - Miami
- Broward College
- Broward County - Roofing Maintenance & Repairs
- CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services



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- City of Boynton Beach - Piggyback off City of Sunrise
- City of Coral Springs - Piggyback off City of Sunrise
- City of Deerfield Beach - Piggyback off City of Sunrise
- City of Doral - Piggyback off City of Sunrise
- City of Fort Lauderdale - Piggyback off City of Sunrise
- City of Lauderhill - (Piggyback off Port Everglades)
- City of Miramar - Piggyback off Port Everglades
- City of Stuart - City Wide Annual Roofing Repair and Replacement
- City of Sunny Isles Beach - Piggyback off City of Sunrise
- City of Sunrise - Roofing Maintenance and Repairs
- City of Vero Beach - Piggyback off City of Sunrise
- Collier County - Roofing Preventive Maintenance & Remedial Repairs
- Collier County - Roofing Replacement Contractors
- FAU - Roofing Services
- FIU - Small Trade Services II
- Lauderhill-Trade Roof Contractors-Prequal
- Lee County County Wide Roofing
- Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance & Materials
- Miami Beach - General Building Specialty Trade Services
- Miami Beach - Job Order Contracting Services-Variou Trades
- Miami Dade College - Commercial Roofing Inspections, Repairs, Restoration & Replacemenet
- Monroe County School District (Piggyback off BC)
- NIPA / RoofConnect
- Palm Beach County Annual Contract-Roofing
- Port Everglades Roof Repair, Replacment & Related Services
- SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F
- SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Roofing, GC & Mechanical
- SBBC - Construction Services Minor Projects (CSMP) - FY21-115 - Roofing, GC & Mechanical
- SBBC - Roofing Services
- School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance
- School District of Palm Beach County- Roofing Products and Services Contract #20C-45V
- School District of St. Lucie County (Piggybacking Broward College)
- Seminole Tribe of Florida - Certified Roofing Contractor Services
- SWA (Solid Waste Authority)
- The Boeing Company - Managed by Jones Lang LaSalle (JLL)
- Town of Davie - Piggyback off Sourcewell
- Town of Davie-Misc Roofing Services R2020-180
- Town of Palm Beach-Roofing Contractors



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Central & North Area Term Contracts:

- AFICC/771 ESS/EGB Wide Roofing Repair and Replacement
- Alachua County - Minor Roof Repair Services
- Alachua County Public Schools - Roofing Services
- Alachua County Public Schools - Annual Roof Replacement
- Charlotte County - Re-Roofing & Roof Repairs
- City of Apopka
- City of Bradenton (Piggyback off City of Sunrise)
- City of Deltona
- City of Dunedin (Piggyback off City of Sunrise)
- City of Kissimmee (Piggyback off City of Sunrise)
- Daytona International Speedway - Roofing Repairs
- FDOT - Routine Maintenance, Repair, Installation & Evaluation
- Hernando County - Construction Projects
- Lake County Roof Repair Services
- North Sumter County Utility Community Development District (Piggyback off City of Sunrise)
- Orange County
- Orlando Aviation Authority - Continuing Roofing Construction Services
- Orlando Utilities Commission
- Pinellas County - Roofing Services & Supplies Waterproofing & Related Products Services
- Punta Gorda (Piggyback off Charlotte County)
- SDOC - School District of Osceola County - Roofing Installation & Repair Contractor Services
- Seminole County Public Schools
- Sourcewell - East Central Florida Area
- Sourcewell - Northeast Florida Area
- Sourcewell - Northwest Florida Area
- Sourcewell - Southwest Florida Area
- Sourcewell - West Central Florida Area
- Sumter Landing Community Development District (Piggyback off City of Sunrise)
- University of Central Florida - UCF
- University of South Florida - USF
- Village Center Community Development District (Piggyback off City of Sunrise)
- Volusia County

Federal Term Contracts:

- TCPN (Roof Connect)
- Sourcewell (Statewide)



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SUBCONTRACTORS

Advanced Roofing, Inc. does not routinely utilize subcontractors. Over the past 38 years, Advanced Roofing, Inc. has put money back into the company and community.

- We have our own fleet of vehicles that include trucks, cranes, semi-tractor trailers, hydro, tower crane, equipment, and dump trucks to haul our roofing debris. This allows Advanced Roofing, Inc. the control of having trailers at our disposal when we need them and therefore allows for a smoother project.
- We also have our own state-licensed Air Conditioning Division – This allows us to coordinate the shutdown and raising of the air conditioning units on the roof.
- We also have our own state-licensed Electrical Division – This allows which allows us to handle the electrical needs for roofing and solar projects.
- Lightning Protection Division
- In-house Sheet Metal Division – where we fabricate our own metal.
- We are a licensed General Contractor – which allows us to handle small contracting items on the roof.
- Certified Solar/PV system installer for renewable energy projects.

When a project calls for subcontractors to perform work that we are not licensed to perform, **qualified** subcontractors who are most competent and ready to complete the necessary to meet schedule will be selected.

*Advanced Roofing, Inc. actively participates in minority, CBE and/or small disadvantaged business contracting and utilize whenever possible.

LICENSES	
Roofing	CCC024413
Solar	CVC56792
General Contractor	CGC1507377
Mechanical – Class A	CAC1818806
Electrical	EC13006050
Professional Engineer (2)	PE36852 / PE85793
Federal Contractor Registry	SAM# GMV5ETE6KH84
NABCEP Certifications (2)	PV-101913-002781 / PVSI-072019-028634



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Tab D: SUPERVISORY & STAFFING CAPABILITIES

Advanced Roofing, Inc.'s methodology and approach is unique in its structure because our set up is based on 38 years of real-life experience within the roofing industry.

We have the capacity of tailoring our system to the needs of the project regardless of the size and contract requirements. Pre-job planning, documentation and communication are key to our operations.

In order to execute the project in a timely, cost-effective and quality manner, we invest quality time with our full team of Estimators, Engineers, Project Managers and Construction Team prior to commencement of all our field operations; again, regardless of the size of the project. The typical size of our crew is 8-10 men, this can vary as required per project.

Our pre-project planning process is quite extensive. The entire team must understand all phases of the project in order to maintain an efficient line of communication throughout the project. Each member is provided with a project binder which includes the following information:

- Contact Names and Numbers
- Emergency Procedures
- Scope of Work, Project Plans/Specifications
- Material Listing, SDS Sheets
- Project Schedule
- Permit Information

Our Project Team assembles once a week or as needed to discuss project status and if necessary, effect any changes that may be required to maintain efficiency and schedule. Each member is equipped with cellular phones with email access to always maintain communication.

Training of our field and office personnel is ongoing and is accomplished through on-site hands-on training classes provided by the various manufacturers we are approved by. The field staff and apprentices go through a three-year training program

The President and Vice President attended a TQM class developed by the National Roofing Contractors Association through the University of Chicago Business College. Our Executive Management Team meets twice a month with a two hour "huddle" meeting and once a month for an all-day executive meeting off site.

Advanced Roofing, Inc. also has a full fleet that consists of dump trucks, cranes, boom trucks, flat beds, kettles, and more. By offering these services in-house, we're able to provide our customers more for their money. And that's one of our professional solutions.



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We use various computer-based applications for tracking a project from the inception of the project to its completion. We have developed our in-house software "RFP Manager" for tracking all in-coming projects. We also utilize Roof Express, CAD Program, Spitfire Project Management Software, and Solomon Accounting Software to ensure the expeditious close out of all projects, correction of any unacceptable work and punch out procedures.

Please see our work-flow chart enclosed to see our proposal process.

Please see our brochure for our Advanced Access tracking system for warranty work.

Advanced Roofing has several office locations within the state of Florida of which we are involved in the local community associations. We attend several trade shows and hold multiple term contracts we can utilize in the effort in the marketing of the IQCC services under the ezIQC brand.

QUALIFICATIONS OF BIDDER'S KEY PERSONNEL

In our industry, it's not just how the job's done; it's who the people are, doing it – their skills, their involvement, and their professional demeanor. Hundreds of dedicated individuals make up the team at Advanced Roofing, and not only do they want your respect, but they also want you to like them. "Nice" is important to us; as is "courteous, efficient, exacting, honest, ethical, flexible, accommodating, logistical, and knowledgeable."

Robert Kornahrens CEO, President



Founder of Advanced Roofing Inc. and oversees all company operations.

Experience: Rob Kornahrens is a leader in the commercial roofing industry for more than 40 years. Before starting Advanced Roofing in 1983, he worked with Triple M Roofing Corporation in New York. During his tenure at Triple M, Rob held numerous field positions and was eventually promoted to Branch Manager where he was responsible for opening and operating new branches in both Atlanta and Fort Lauderdale.

Education: B.S. Degree in Business Administration from University of Arizona, 1979



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Michael Kornahrens
Vice President



Michael joined Advanced Roofing in 1998 and is responsible for overseeing the operations and management of all divisions.

Experience: Born into the roofing industry, Michael has held many positions at Advanced Roofing over the past 18 years, including leading the Metal Roofing and Renewable Energy divisions. His responsibilities include developing rooftop and solar designs, coordinating subcontractors, and managing project installations throughout the United States and Canada.

Education: B.A. in Management and Marketing, Florida Atlantic University

Clint Sockman
Vice President



Clint joined Advanced Roofing in 1998 and is responsible for overseeing the Re-Roofing and Renewable Energy Divisions.

Experience: A second generation roofer with more than two decades of experience in the roofing, solar, and construction industries.

Education: University of Cincinnati, Information Systems minor in International Business. Licenses: Florida State Roofing and Solar Contractors; Certifications: NABCEP, LEED. Member of the American Society of Professional Estimators (ASPE). Construction Specifications Institute (CSI).

Kevin Kornahrens
Executive Vice President



Kevin started with Advanced Roofing Inc. in 2005 and is responsible for overseeing the operations and management of all divisions.

Experience: Mr. Kornahrens leads the administration team for Advanced Roofing Inc. His primary focus is on Human Resources, Safety, Legal, Information Technologies, and Marketing Departments. His responsibilities include management of strategic business planning, staffing, ERP system implementation, public relations and safety.

Education: SPHR, Senior Professional in Human Resources. M.B.A. Degree in finance from the UM. B.S. Degree in Management Information Systems, from FSU. B.A. Degree in Marketing, from FSU. B.A. Degree in Multinational Business from FSU.



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Jessica Kornahrens
Senior Project Manager



Jessica joined Advanced Roofing Inc. in 2001 and is a Project Manager that oversees multiple projects.

Experience: As a Senior Project Manager, Jessica handles the management of multiple projects on time, within budget, and to the satisfaction of the client; from project turnover through project close out. She serves as a liaison to customers, consultants, architects, subcontractors, and vendors.

Education: B.S. Degree in Psychology, from FSU. B.S. Degree in Business Management, from FSU.

Steve Schoen
Director of Government Services



Steve joined Advanced Roofing in 2019 and is responsible for overseeing all Governmental Term Contracts and current National Cooperative Contracts along with Government Sector Business Development.

Experience: Steve has over 30 years of commercial roofing experience. He has worked with large companies and governmental clients throughout North America and is an expert in Roof Asset Management and Commercial Roof Design.

Education: B.S. in Organizational Communications with a minor in Business Administration, University of Wisconsin, 1987 Florida Roofing Contractor License

Paul Murphy
HVAC Service Manager



Paul joined Advanced Roofing Inc. in 2017 and is the HVAC Service Manager that manages the daily operations of the HVAC division.

Experience: Paul has over 18 years of experience in the HVAC experience with 8 years of experience as a service manager. Paul has extensive knowledge on water cooled systems, chillers, and cooling towers.

Education: Broward College, Majoring in Business Administration. VFD Certification.



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Glenn Watson
Quality Control Manager



Glenn works with our existing operation unit and divisional managers to create and administer a formalized quality control and quality assurance program along with enhanced training and educational programs for existing workforce. Focus of efforts is to provide unified and high-quality product to client throughout our entire books of business.

Experience: Glenn performs routine inspections of ongoing roofing installation projects throughout the United States and the Caribbean. Focus of inspection was specification conformance and workmanship quality. Also provided contractor training and product demonstration throughout the country.

Education: Florida State College at Jacksonville Under graduate
 University of Phoenix AA Business Administration

Bryan Cardona
Safety Director



Bryan joined Advanced Roofing in 2013 and is the company wide Safety Director.

Experience: Bryan has a decade of experienced in the areas of Occupational Safety and Health Management. Bryan's goal for Advanced Roofing is to continue being an industry leader in safety while promoting a safety culture and growing OSHA partnerships.

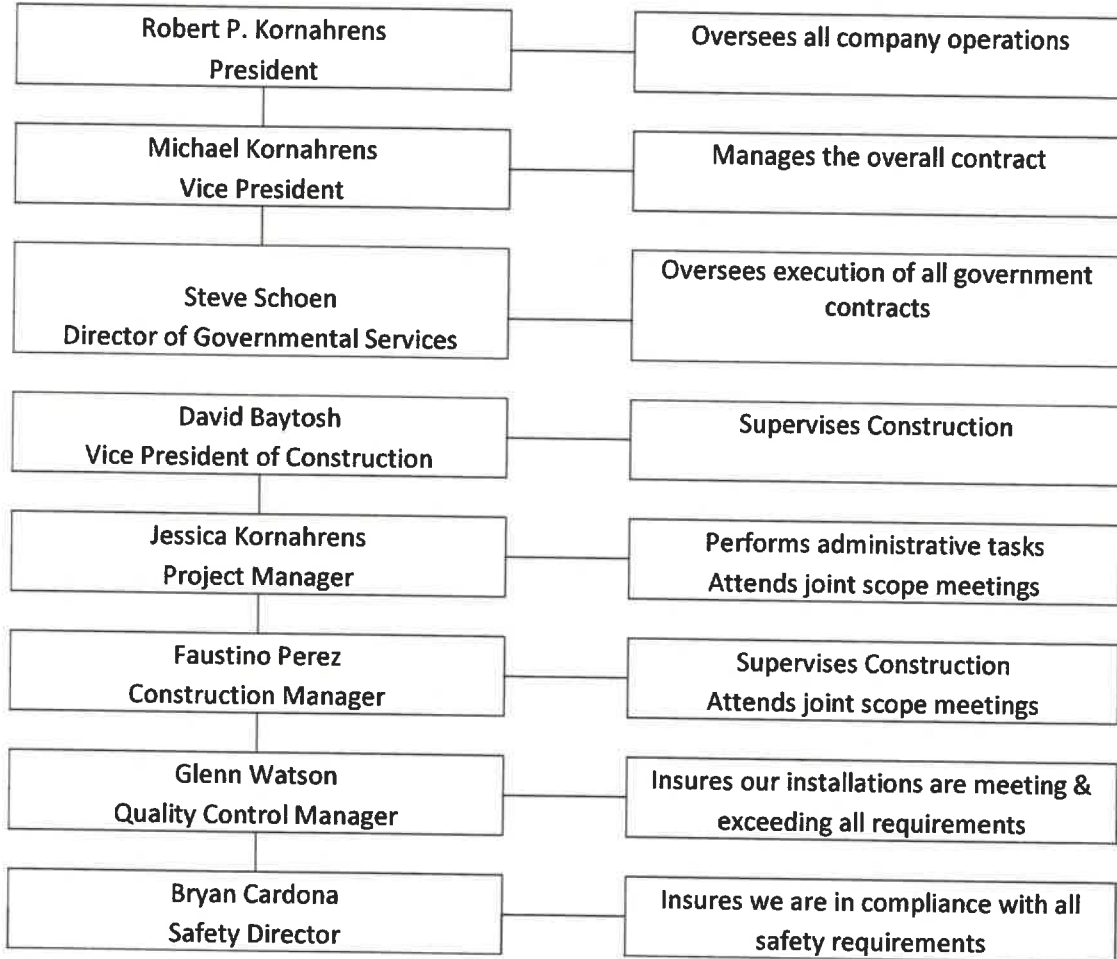
Education: OSHA Authorized Construction Trainer, which allows Bryan to implement the OSHA 10 and 30-hour training courses for our field staff.



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PROJECT ORGANIZATIONAL CHART



FULL TIME EMPLOYEES	
Officials, Managers & Supervisors	101
Professionals	49
Sales Workers	8
Office & Clerical	38
Craftsman (Skilled)	289
Operatives (Semi-Skilled)	7
Laborers (Unskilled)	92
Service Workers	2
Apprentice	15
Interns/Co-Ops	2
Total	603



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Bill Lester
Branch Manager

Bill has an expansive 40+ year history in the roofing industry with a broad range of experience starting as a laborer and earning his way through executive management positions. He holds Florida Roofing License and has maintained his education through various business workshops and classes. As Branch Manager, he is responsible for overseeing operations across multiple facets of the business, including sales, production and service.



Jeff Maurer
Service Manager

Since 2017, Jeff has been part of the Advanced Roofing Team and brings more than 20 years of industry experience in both residential and commercial applications. He has furthered his education through management and leadership training, and as a Service Manager he is dedicated and focused on servicing clients, managing technicians, and monitoring the overall quality of work performed.

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311



Tab E: Understanding and Approach

Subject: Roof Management Inspection and Preventive Maintenance Services

Introduction

Our Roof Asset Management Program (RAMP) model is a proven tool to improving your building assets performance. Under this program, we can foresee possible unexpected capital costs associated with potential roofing risks but overall, roofing assets are continually deteriorating. The combination of allowing ADVANCED ROOFING to inspect and manage the repairs and preventive maintenance across your entire portfolio is the single most cost-effective strategy to significantly reduce or eliminate leaks and maximizing your initial roofing investment.

Scope of Services

Based on our proven track record, ADVANCED ROOFING can provide the following services to support our clients Roof Asset Management Goals. ADVANCED ROOFING recommends the inspection process, coinciding with general housekeeping and emergency repairs, begin before the rainy season starts so preventative maintenance and notable roofing repairs can be completed to minimize water intrusion and interior damage to the buildings.

1. Roof Inspection, Maintenance and Repair

Specifically, ADVANCED ROOFING will:

- a. Prior to the inspection of each site, our clients provide all known warranty information, site contact information, current leak status.
 - ARI will upload all warranty information to Advanced Access (AA), our proprietary online roof asset management database for each respective site.
 - Inspectors will review the warranty status of each site. If under warranty, all efforts will be made to work with the manufacturer for any warranty claim work maximizing our client's investment in their roofing systems and holding manufacturers accountable for necessary repair costs.
- b. Inspect each roof section to determine current roof conditions
 - All inspection data including aerial roof photos, roof sections, roof types, defects and condition status along with photographs will be collected and stored into Advanced Access (AA), our online database with access by all authorized employees.
 - Develop a list of any noted corrective maintenance items that need additional repair
 - Notify owner's site Project Manager (PMs) of any current or emergency leak repair requirements and provide recommended action to stop leaks
- c. Visual Inspect walls/building envelope, roof-top equipment etc.
 - In addition to the roof data collected, all HVAC equipment and UL labels will be photographed so that all critical equipment information can be easily acquired remotely through AA
 - Prepare outlined scopes of work and budgets for repairs that exceed the requirements of this inspection for general housekeeping and minor maintenance.

- d. Perform general housekeeping and minor maintenance at each building which includes the following:
- Debris Removal
 - Clean and remove from roof surfaces all leaves and plants, excessive vegetation growth will be reported and noted as an additional service outside the scope of work for housekeeping and minor maintenance
 - Inspect all drains, scuppers, gutters, and downspouts
 - Visually inspect all drainage system components to confirm proper operation. Clogged drainage systems or identified defects will be reported to the PM with a proposal generated for immediate action.
 - Remove and properly dispose of minor debris (HVAC filters, trash, etc.) located on the roof. Large items / excess debris outside this scope of work will be photographed and reported to PM
 - Preventative Maintenance and Minor Repair
 - Inspect and repair minor roof defects as necessary (splits, tears, holes, etc.) to address potential "leak" sources; excessive membrane damage and roof leaks will be reported to the PM.
 - Reseal, as necessary in identified leak areas, roof penetrations, equipment curbs, skylights, miscellaneous flashings, etc., using products that are compatible with the roof systems. Excess caulk and sealants failures will be reported.
 - Inspect all sealant pans and reinstall HVAC service panels, if loose.
 - Locate, photograph, and report conditions that require permanent repair methods
 - Report to PM any conditions that are health and/or safety related, and the accumulation of foreign or contaminated material

Note: The safety of our employees is our #1 priority, therefore, all OSHA rules and regulations regarding roof inspections will be followed. If minor repairs are required in areas requiring additional fall protection, those items will be added to the Scope of Work Proposals described below.

- e. Corrective maintenance and significant repair: while performing roof inspections, ADVANCED ROOFING will identify, photograph and prepare a Scope of Work for any additional major or excessive corrective maintenance needs.
- As part of the inspection process, ARI will identify and repair all minor corrective maintenance as identified above which may be the 'source' of ongoing leaks.
 - Upon completion of the roof inspection, if higher levels of corrective maintenance are required or if additional safety measures are required, ARI will prepare a Scope of Work, identifying these corrections, and a proposal for the work necessary which will be forwarded to the site PM for further action and approval.

2. Capital Management Planning

- a. Budget Planning
- Upon completion of the inspection and data collection for each site, each roof system will be graded based on its current condition
 - ARI and our clients collaborate together to develop a 5-year RAMP plan based on the conditions found and priorities as determined by our clients. Once this priority is set, ARI will provide Capital Budget Planning support.

Continuing Support

- b. Training
 - Advanced Roofing will provide all necessary training to all authorized personnel to utilize the full benefits of our “Advanced Access” online database to support your roof asset management goals.
- c. Leak Response
 - Through “Advanced Access” all your employees will have the ability to request immediate leak response support with tracking technology keeping them up-to-date on project status.
- d. FEMA Support
 - The documentation provided will provide up-to-date roof and roof-top equipment conditions for possible FEMA relief funding. This support documentation can be helpful to expediting future hurricane damage claims.
- e. Technical Support
 - If questions should arise on any roof system, ARI will be there to answer any questions and provide solutions to your problems.
- f. Data Updates
 - If and when conditions change, our clients will contact ADVANCED ROOFING of any roofing related activity, i.e. new roof penetrations, new building additions, accidental damage, storm related damage, etc., so that activities can be tracked and updated within our Advanced Access database.

In order for data to be up-to-date our clients contact ADVANCED ROOFING of any roofing related activity, i.e. new roof penetrations, accidental damage, storm related damage, etc., so that activities can be tracked and updated within our Advanced Access database.

The full implementation of the Advanced Roofing, Inc. - “Roof Asset Management Program” in partnership with our clients is the most effective means for achieving your Roof Asset Management Goals.

Let Advanced Roofing be your Roof Asset Management Partner

Locations Served

Advanced Roofing is headquartered in Fort Lauderdale, Florida with branch offices located in Miami, Jupiter, Orlando, Tampa, Jacksonville, and Ft. Myers. Additionally, we can perform work in the following locations:

- Georgia
- Alabama
- Louisiana
- North Carolina
- Virginia
- Western and Eastern Caribbean Islands
- Puerto Rico and US Virgin Islands
- Bahamas
- Roof Connect Affiliated Markets – Entire US

Advanced Roofing is a founding member of RoofConnect.

RoofConnect is a professional national commercial roofing organization. They specialize in emergency roofing repairs, maintenance and re-roofing but also perform specialty projects that require nationwide labor availability in the construction field. RoofConnect has 60 plus members and 100 locations nationwide. Members have over 7,000 employees and approach revenue of 1 billion dollars annually. RoofConnect is founded and administered by the leading commercial roofers in the United States. All members must adhere to a strict code of ethics and pass several requirements to participate. RoofConnect is a leading national roofing services provider for commercial roofing solutions. Roof Connect gives Advanced the capabilities to work with top tier roofing contractors throughout the United States without sacrificing quality.



Office Locations

Miami-Dade	Ft. Lauderdale HQ	W.P.B - Jupiter	Sanford-Orlando
Toll Free: (800) 638-6869 Office: (305) 456-2544 Fax: (305) 661-2032 1703 NW 79th Ave. Doral FL, 33126	Toll Free: (800) 638-6869 Office: (954) 522-6868 Fax: (954) 566-2967 1950 NW 22 nd St. Ft. Lauderdale, FL 33311	Toll Free: (800) 638-6869 Office: (561) 743-6952 1601 Park Lane S., Ste. 100 Jupiter, FL 33458	TollFree: (866) 365-6071 Office: (407) 322-1555 Fax: (407) 322-0010 200 Northstar Ct. Sanford, FL 32771
Tampa - St. Petersburg	Jacksonville	Fort Myers - Naples	Web
Toll Free: (800) 354-9896 Office: (813) 885-5811 Fax: (813) 884-8927 4309 W. Knollwood St. Tampa, FL 33634	Toll Free: (866) 365-6071 Office: (904) 826-3860 11031 N. Main St. Jacksonville, FL 32218	Toll Free: (800) 354-9896 Office: (239) 208-8809 14231 Jetport Rd., Unit 15 Ft. Myers, FL 33913	www.advancedroofing.com



TAB F: Operational Plan

Advanced Roofing (ARI) can customize our invoicing process to meet your needs, however, as it relates to this contract, ARI upon receipt of a contract / Purchase Order will breakdown each site onto a spreadsheet with estimated square footage per building. If agreed, the City will issue a Work Order to each site which would then be invoiced as a draw off the original purchase order. If building square footage estimates are inaccurate, the work order invoice will be adjusted upon approval of the City Project Manager.

All repair recommendations will be provided in the reports with accurate time and material repair estimates to correspond to the recommended work. These reports are found in our Advanced Access System and will be sent to the Project Manager upon completion. Our process enables the City to act upon emergency repairs and preventative repairs in a very timely manner so actions are taken before additional damages can occur.

ARI has provided emergency response support for numerous governmental clients following major weather events. We have several FEMA Disaster Roof Repair term contracts with in the State of Florida including Polk County – Bid# 19-1025 FEMA Disaster Roof Repairs. ARI is also supported by Roof Connect during these times of catastrophes. We have signed several FEMA Agreements:

EXHIBIT A-1

Terms & Conditions required by the Federal Emergency Management Agency

DESIGN-BUILDER also referred to as CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Our goal is to support the City of Cape Coral's Facilities Management Division as a partner to ensure the longevity of City of Cape Coral's building assets as we know that all buildings owners have 3 goals for managing its roofing assets:

1. We want our roofs to leak less or not at all.
2. We want our roofs to last as long as possible.
3. We want to replace our roofs with the best, most cost-effective replacement option.

As your partner, we are confident that we can be that level of roofing expertise you are looking for.

Project Management

At Advanced Roofing, roofing is our business. That's why we are committed to precision and quality. We work with owners, engineers, architects and consultants to provide the right bid for your project.

We offer a wide variety of systems to fit your needs, and we are certified by major roofing manufacturers to install the highest systems with the best warranties. Our goal is to make the process easy and hassle free for you, the customer.

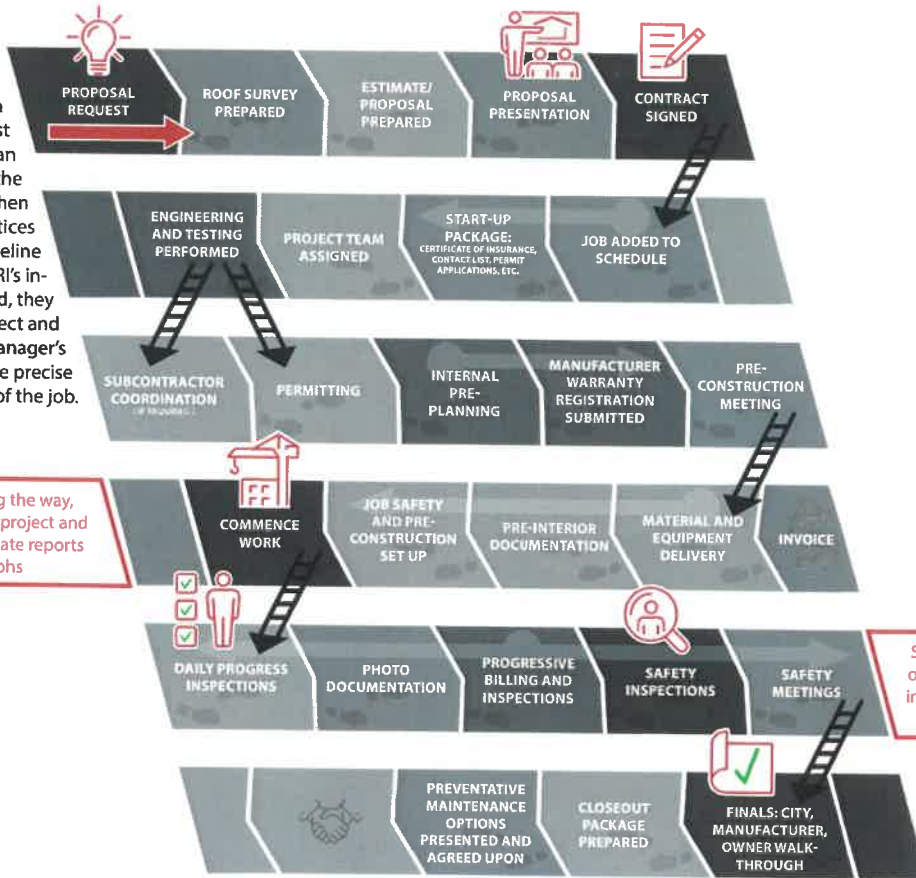
Our experience constantly improves from protecting the property, documentation, existing conditions, pre-construction, job meetings, code compliance, involving building departments, manufacturers' representatives, close out and getting other recommendations from you.





WORK FLOW CHART

Once you begin a project with Advanced Roofing, the work will continue along a path to complete satisfaction. First your roof is assessed and a plan is developed to determine the necessary course of action, then the best products and practices are recommended and a timeline is established. If any of ARI's in-house divisions are required, they are brought into the project and you are afforded each manager's recommendations for the precise portion of the job.



At regular stages along the way, you are updated on the project and supplied with appropriate reports and photographs

Safety is always a part of every project and so incorporated into every facet of the job



TAB G: **References**

Collier County- Ramp Inspection Contract
Mark Baker 239-252-8380
3295 Tamiami Trail East Bldg C-2
Naples, FL 34112
Mark.Baker@colliercountyfl.gov

City of Bradenton- Service and Maintenance Contract
Donald Brunner 941-730-2094
1300 6th Street West
Bradenton, FL 34205
donald.brunner@cityofbradenton.com

The Villages Community Development District- Service and Maintenance Contract
Brenden Tuttle 352-239-0408
1071 Canal Street
The Villages, FL 32162
Brenden.Tuttle@districtgov.org

ATTACHMENT L

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$.07	500,000-750,000	
\$.06	750,000-1,000,000	
\$.05	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 70.00	\$ 80.00	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 65.00	\$ 75.00	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		15 %
Other Material/Part % Markup from cost		15 %

ATTACHMENT A

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposal RPW22137MM Roofing Inspection, Maintenance and Repair Services, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal:

Addendum# N/A Date: Addendum # Date:
Addendum # Date: Addendum # Date:
Addendum # Date: Addendum # Date:

I hereby propose to provide the services requested in this proposal. I agree that the proposal will remain firm for a period of up to one hundred twenty (120) days from the date qualifications are opened in order to allow the City adequate time to evaluate the qualifications.

I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this proposal.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract, or for an employee of the City of Cape Coral; and that all statements in said proposal or bid are true. The undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

59-2360591
FEIN NUMBER

Advanced Roofing, Inc
NAME OF BUSINESS

Bill Lester
NAME (PRINTED)

Branch Manager
TITLE

4909 West Knollwood St
MAILING ADDRESS

Tampa, FL 33634
CITY, STATE, ZIP CODE

813-885-5811
PHONE NUMBER/FAX NUMBER

BillL@AdvancedRoofing.com
EMAIL ADDRESS

[Signature]
SIGNATURE

12/14/2022
DATE

State of Florida County of Hillsborough
This foregoing instrument was acknowledged before me this 14th day of December, 2022 by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

ATTACHMENT B**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Shauna Estoch
(Print name of the public entity)

by Bill Lester Branch Manager
(Print individual's name and title)

for Advanced Roofing, Inc
(Print name of entity submitting sworn statement)

whose business address is 4909 West Knollwood St Tampa, FL 33634

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2360591

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement, as required per IRS Form W-9. Social Security Number may be required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefits processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or;
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**WORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (page 2)**

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

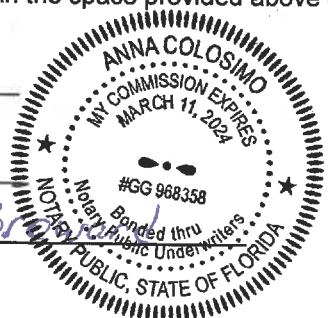
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

12/14/2022
(Date)
STATE OF Florida COUNTY OF Hillsborough

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day
of December , 2022.

[Signature]
(Notary Public)
My Commission Expires: 3/11/24
STATE OF Florida COUNTY OF br



ATTACHMENT C**CITY OF CAPE CORAL****DRUG FREE WORKPLACE CERTIFICATION**

In order for the City of Cape Coral to continue as a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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 commodities or contractual services that are under quote/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/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 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.

Advanced Roofing, Inc


Authorized Signature

Company Name (please print)

Date 12/14/2022

ATTACHMENT D


CORPORATE RESOLUTION

I, Melissa Herron, Secretary of Advanced Roofing, Inc, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Cape Coral, Florida for the construction of the City of Cape Coral Roofing Inspection, Maintenance and Repair Services.

(Project Name)

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICIAL TITLE	OFFICIAL SIGNATURE
<u>Robert P Kornahrens</u>	<u>President</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporation _____ address
4909 West Knollwood St Tampa, FL 33634

Corporation phone number 954-522-6868

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 14th day of December, 2022.

SECRETARY:  (Signature) DATE: 12/14/2022

ATTACHMENT E

FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE POSITION HELD
N/A			
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include: _____		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ___ Yes ___ No. If so, how often? _____		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 3600 Maclay Blvd. South, Suite 201, Tallahassee, FL 32312. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00

ATTACHMENT F

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Hillsborough

Bill Lester, being first duly sworn, deposes and says

that (s)he represents Advanced Roofing, Inc, the party making the fore-going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

*Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation*

Advanced Roofing, Inc
(Company Name)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14th day of December by Bill Lester Branch Manager (name and title of corporate officer) of Advanced Roofing, Inc (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Shauna M. Estoch
(Signature line for notary public)

My commission expires:
10-27-2024

(SEAL)



ATTACHMENT G**SCRUTINIZED COMPANIES CERTIFICATION FORM**

Pursuant to 287.135 Florida Statute, 215.4725 and 215.473, companies contracting with public agencies are prohibited from contracting for goods or services, that appear on the Scrutinized Companies List. This form is to certify that the "Vendor/Company Name" below hereby swears or affirms that as of the signature date below that "Vendor/Company Name" is not listed on a Scrutinized Companies list. By authorized signature (authorized to enter into binding agreements), representative from this company, further affirms the following:

1. This "Vendor/Company Name" is not participating in a boycott of Israel such that company is not refusing to deal, is not terminating business activities, or taking any other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israel controlled territories, in a discriminatory manner.
2. This "Vendor/Company Name" does not appear on the Scrutinized Companies with Activities on Sudan List, where the State Board of Administration (<http://www.sbafla.com/>) has established and maintains the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power general activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart mineral benefit to disadvantaged citizens that are typically located in the geographic Periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Dufar.
3. This "Vendor/Company Name" does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration (<http://www.sbafla.com/>) has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a governmental-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. The "Vendor/Company Name" is not engaged in business operations in Cuba or Syria.
5. The company identified below in the section entitled "Vendor/Company Name" understands 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. "Vendor/Company Name" further understands that any contract with an agency for goods or services may be terminated at the option of the agency 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 and/or with business operations in Cuba or Syria.

Vendor/Company Name:	Advanced Roofing, Inc
Street Address:	4909 West Knollwood St
City / State / Zip Code:	Tampa, FL 33634
Vendor/Company Telephone Number:	813-885-5811
Email Address:	BillL@AdvancedRoofing.com
Vendor FEIN:	59-2360591
Authorized Signature:	
Printed Name/Title:	Bill Lester/Branch Manager
Date of Signature:	12/14/2022

ATTACHMENT H**BUSINESS ETHICS REQUIREMENTS**

1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.
2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.
4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:
E-mail: Mark Milkovich, mmilkovi@capecoral.gov Telephone: 239-574-0844
5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.
7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.
8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract attachment.

Signature



Date



ATTACHMENT I**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

Insurance: The following insurance will be required by the CITY OF CAPE CORAL.

Workers' Compensation: Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$2,000,000.00 for each accident.

Comprehensive General Liability: Shall have minimum limits of \$2,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.

Business Auto Liability: Shall have minimum limits of \$2,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.

Excess Liability: Submitting firm shall maintain excess liability insurance in the amount not less than \$5,000,000 Combined single limit bodily/property damage, in excess of the general liability described above.

Professional Liability: (Errors and Omissions) coverage shall have minimum limits of \$2,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim. Policies should be written on a "Claims Made basis, with a retroactive date that is acceptable to the City.

Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

Statement of Offeror:

We understand the requirements requested and agree to fully comply.

Advanced Roofing, Inc
OFFEROR'S NAME


AUTHORIZED SIGNATURE

Branch Manager
TITLE

12/14/2022
DATE

ATTACHMENT J

References

Collier County Company Name	Matt Fortune Contact Person
825 39th Ave Northeast Address	239-821-6565 Phone Number
Naples, FL 34120 City, State, Zip	Matthew.Fortune@colliercountyfl.gov Email address
Most Recent Date of Service 12/09/2022	Description of Service: small scope

Cityof Bradenton Company Name	Donald Brunner Contact Person
1300 6th Street West Address	941-730-2094 Phone Number
Bradenton, FL 34205 City, State, Zip	donald.brunner@cityofbradenton.com Email address
Most Recent Date of Service 12/09/2022	Description of Service: small scope job

Pinellas County Company Name	Jason Dearsman Contact Person
P.O Box 2438 Address	727-364-8960 Phone Number
Clearwater, FL 33757 City, State, Zip	jdearsman@pinellascounty.org Email address
Most Recent Date of Service 12/09/2022	Description of Service: Small scope job

ATTACHMENT K

Page 1 of 8

BUSINESS QUALIFICATION QUESTIONNAIRE**THIS FORM MUST BE SUBMITTED AND SIGNED WITH BID PACKAGE**

Business must be legal in the State of Florida prior to bidding the type of work required by this project.

SUBMITTED BY: Advanced Roofing, Inc
 Name of Bidder
4909 West Knollwood St
 Street or PO Box
Tampa, FL 33634
 City, State & Zip Code
813-885-5811
 Phone

Individual Partnership Corporation Joint Venture

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact: Bill Lester Title: Branch Manager

Telephone Number: 813-885-5811

2. How many years has your organization been in business as a General Contractor under your present name? 39 years Year established: 1983

3. Under what other names has your organization operated? N/A

4. List below the names, titles and addresses of officers, owners and partners:

Robert P Kornahrens, President, 1950 NW 22nd St, Fort Lauderdale FL 33311

5. Prepare a list as indicated on Table I – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Table II – Current Projects (attached) of projects of this type that your organization is currently engaged in.

ATTACHMENT K

Page 2 of 8

7. Have you ever failed to complete any work awarded to you?

When? NoWhere? N/AWhy? N/A

8. BONDING INFORMATION:

Surety Company: American GlobalAddress: 900 S. Pine Island Rd. Suite 210Plantation, FL 33324Surety Agent or Underwriting Contact: Kristi MesselLicense Number: CCC024413Address: 900 S. Pine Island Rd. Suite 210Plantation, FL 33324County: BrowardContact Name: William Grege GriffinPhone: 305-307-5117Email Address: kristi.messel@americanglobal.comAggregate Bonding Capacity: 150 MillionAvailable Bonding Capacity as of date of this submittal: 40 Million**Please attach a letter from surety as evidence of bonding capacity.**

Have Bid, Performance or Payment Bond claims ever been made to a Surety for this Contractor on any project, within the past ten (10) years?

 YES NO

If YES, include as an Attachment, details describing the claim, name of company or person making the claim, and the resolution of claim. If the answer is NO, attach as an Attachment a letter from the Surety Company stating the referenced status of the Contractor for the time period.

ATTACHMENT K

Page 3 of 8

In the past ten (10) years, has any Surety company refused to bond the Contractor on any project?

YES NO

If YES, include as an Attachment, details specifying the reasons given for that refusal, and the name and address of the Surety Company that refused to bond.

In the past ten (10) years, has any Surety company refused to bond the Contractor's parent or subsidiaries on any project?

YES NO

If YES, include as an Attachment, details specifying the reasons given for that refusal, and the name and address of the Surety Company that refused to bond.

9. Enclose a sample Certificate of Insurance.

10. Provide registration, permits, and licensing information, and copies, if applicable.

State Certification No: See attached Date: _____

City Competency Certificate No: _____ Date: _____

City Occupational License No: _____ Date: _____

11. List types of work normally performed by your own forces:

Service Projects of varying size and scopes

Re-Roofing Projects of varying sizes and scopes

Solar, Lightning Protection

12. Submit no less than three financial references:

Synovous- Elaine McKie 654-252-2049 elainemckie@synovus.com

Soprema, Inc- Raquel Eagle- 330-334-0066 elainemckie@synovus.com

ABC Supply Josh Landrum- 954-584-3633 Josh.landrum@abcsupply.com

ATTACHMENT K

Page 4 of 8

13. The City of Cape Coral may request additional information related to financial documents required from bidders or proposers. Those requests may include submittal of financial statements, financial records, bonds, or insurance or other documents necessary to ascertain the viability of the bidder/proposer for the bid or service requested. The failure to submit the requested documents, may deem the bidder or proposer as nonresponsive/non-responsible and therefore ineligible for award of the bid or service proposed.

By: Bill Lester 

Witness: _____ Title: Branch Manager

Date: 12/14/2022

Sworn to and subscribed before me this 14th day of December



Notary Public



NOTE: IF A JOINT VENTURE, EACH CONTRACTOR MEMBER SHALL COMPLETE AN INDIVIDUAL CONTRACTOR'S QUALIFICATION QUESTIONNAIRE FORM.

ATTACHMENT K

Page 5 of 8

TABLE I – COMPLETED PROJECTS (Reference Document)

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS, PHONE #, & Email
Public Defenders Office- Hillsborough County	\$519,000.00	N/A	07/2020	07/2020	Craig Clements 813-399-2068 ClementsC@HillsboroughCounty.ORG
Dunedin Water Treatment Plant	\$170,463.00	N/A	12/2020	12/2020	Andrew Mallohan 817-513-8126
Manatee County Jail- Stockade	\$384,979.00	N/A	01/2021	01/2021	Charles Frazier 941-749-3062 Charles.Frazier@mymanatee.org

Please note this document must be completed in its entirety. Any missing or omitted information may result in a non-responsive bid and your proposal may be disqualified. This Document will also be used as a reference document and the City will verify references.

ATTACHMENT K

Page 6 of 8

TABLE II – CURRENT PROJECTS (Reference Document)

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ESTIMATED COMPLETION DATE	NAME, ADDRESS, PHONE #, & Email
Collier County- Roofing and Inspection Services	Rate	N/A	On-going Term Contract	On-going Term Contract	Matt Fortunes 239-821-6565 Matthew.Fortune@colliercountyfl.
City of Bradenton Roofing and Inspection Services	Rate	N/A	On-going Term Contract	On-going Term Contract	Donald Brunner 941-730-2094 donald.brunner@cityofbradenton.com
Pinellas County Roofing Inspection & Repairs Services	Rate	N/A	On-going Term Contract	On-going Term Contract	Jason Dearsman 727-364-8960 jdearsman@pinellascounty.org

Please note this document must be completed in its entirety. Any missing or omitted information may result in a non-responsive bid and your proposal may be disqualified. This Document will also be used as a reference document and the City will verify references.

ATTACHMENT K

Page 7 of 8

SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping or dollar value of work to be performed. The City has the right to reject subcontractors that do not meet the City requirements. If you are claiming minority status it is required to attach the State of Florida issued certification showing minority status. Subcontractors must meet all Licensing, Insurance and Bonds requirements where applicable.

IF NOT USING SUBCONTRACTORS, PLEASE INDICATE AS SUCH.

Please note this document must be completed in its entirety.

Firm Name, Address, and Telephone Number	Description of Work to be Performed (Be Specific)	Estimated Dollar Value of Work	MBE/WBE
N/A _____ _____ _____		\$	
_____ _____ _____		\$	
_____ _____ _____		\$	
_____ _____ _____		\$	

ATTACHMENT K

Page 8 of 8

**CONTRACTOR'S SELF-PERFORMED
WORK EVALUATION FORM**

1	Total Estimated Project Cost (from bid form)	\$ 52,500.00
2	Total Work Performed by Subcontractors listed on "Subcontractor Listing Form"	\$ 0.00
3	Value of Work Proposed to be Self-Performed by Contractor, (line 1 minus line 2)	\$ 52,500.00
4	Percentage of "Project Cost" (line 1) Proposed to Be Self-Performed by Contractor (line 3 divided by line 1 as a percentage (%))	100 %

ATTACHMENT L

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$.07	500,000-750,000	
\$.06	750,000-1,000,000	
\$.05	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 70.00	\$ 80.00	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 65.00	\$ 75.00	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		15 %
Other Material/Part % Markup from cost		15 %

ATTACHMENT M

PROPOSAL PREPARATION CHECKLIST

The RFP Preparation Checklist is a guide to assist the Proposer in verifying the completeness of their response. The RFP Preparation Checklist does not relieve the Proposer of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

- Read the entire Request for Proposal package
- Complete the Proposal Preparation Checklist (Attachment L)
- Complete and Sign Invitation to Proposer Certification (Attachment A)
If addenda were issued, please acknowledge on this form.
- Complete and Sign Sworn Statement on Public Entity Crimes (Attachment B)
- Complete and Sign Drug Free Workplace Form (Attachment C)
- Complete and Sign Corporation Resolution Form (Attachment D)
- Complete and Sign (if applicable) Form 3A Interest in Competitive Bid. If this form does not apply, mark as N/A (Attachment E)
- Sign Non-Collusive Affidavit (Attachment F)
- Complete and Sign Scrutinized Companies Certification Form (Attachment G)
- Complete and Sign Business Ethics Requirements Form (Attachment H)
- Sign Acknowledgement of Insurance Requirements Form (Attachment I)
- Complete Reference Form (Attachment J)
- Complete and Sign Business Qualification Statement and Questionnaire (Attachment K)
- Complete Pricing Plan (Attachment L)
- Copies of License (s) – Applicable for performance of work
- Business Tax Receipts for the past three (3) fiscal years (2022, 2021, & 2020)
- Original Official Proposal, four (4) copies, and one (1) readable/reproducible disk (CD) or flash drive completely duplicating the original.

The outer packaging of bid document shall be labeled with the "Sealed Proposal Document" label provided in this RFP package. The documents mentioned on this page must be provided. Failure to provide or properly execute these items/documents may result in your bid being considered non-responsive and, if so, may be rejected and not considered for award.

State of Florida

Department of State

I certify from the records of this office that **ADVANCED ROOFING, INC.** is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.

The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 5, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2022*



Randy R. ...
Secretary of State

Tracking Number: 0484887042CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1521128

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SOCKMAN, CLINTON ALAN

ADVANCED GREEN TECHNOLOGIES, INC.
2100 NW 21ST AVENUE
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1522558

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SOCKMAN, CLINTON ALAN

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC1329557

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SOCKMAN, CLINTON ALAN

ADVANCED GREEN TECHNOLOGIES, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: **CVC56944**

EXPIRATION DATE: **AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVCS6792

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, MICHAEL WAYNE

ADVANCED ROOFING OF CENTRAL FLORIDA LLC

200 NORTHSTAR COURT
SANFORD FL 32771

LICENSE NUMBER: CCC1328316

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
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CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: **CCC024413**

EXPIRATION DATE: **AUGUST 31, 2024**

Always verify licenses online at MyFloridaLicense.com

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Ricardo Baylin Lamar, William Greife Griffin, Vivian Santiago, Michael Marino, Torre Taylor, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (such an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of January, 2022.

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 4, 2022

Advanced Roofing Inc.
1950 NW 22 Street
Ft. Lauderdale, FL 33311

To Whom It May Concern:

As the insurance advisors for Advanced Roofing, Inc., we submit this letter of confirmation of three years' Workers' Compensation Experience Modification Rates:

POLICY TERM	NCCI RATING
1/1/2022	.63
1/1/2021	.59
1/1/2020	.64

If additional information required, please contact Mel Rhinehardt, Account Manager at 954-943-5050 ext. 207, or email at mel@furmaninsurance.com

Sincerely,

Robert P. Foote, CPCU, ARM, AIM, CRIS, AFSB
President

rob@furmaninsurance.com

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Roofing Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1950 NW 22 Street

6 City, state, and ZIP code
Fort Lauderdale, FL 33311

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

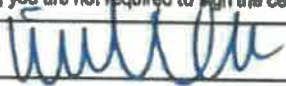
5	9	-	2	3	6	0	5	9	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/3/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank E. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Judith Haase PHONE (A/C No. Ext): (954) 943-5050 E-MAIL ADDRESS: jhaase@furmaninsurance.com		FAX (A/C No.): (954) 942-6310
	INSURER(S) AFFORDING COVERAGE		
INSURED Advanced Roofing Inc Advanced Leasing Inc 1950 NW 22nd Street Fort Lauderdale FL 33311	INSURER A: Greenwich Insurance Company		NAIC # 22322
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Bridgefield Employers Ins Co		10701
	INSURER D: Continental Casualty Co		20443
	INSURER E: Federal Insurance Company		20281

COVERAGES **CERTIFICATE NUMBER:** Jan 22 Flt all w/IF & Cr **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual & XCO <input checked="" type="checkbox"/> Broad Form Prop Dmg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CG8740979403	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAR740979503	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ zero			AUC930367420 excess over AL, GL, EL	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod Comp Ops Agg \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	830-56020	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Instal.Floater 5% W/E 1000 AOP <input checked="" type="checkbox"/> Crime/EE Theft of Client Prop			4016260407 82494026	1/1/2022 1/1/2022	1/1/2023 1/1/2023	Each Job/Per Occurrence 2500000/2500000 Per Loss/Deductible 500,000/15,000

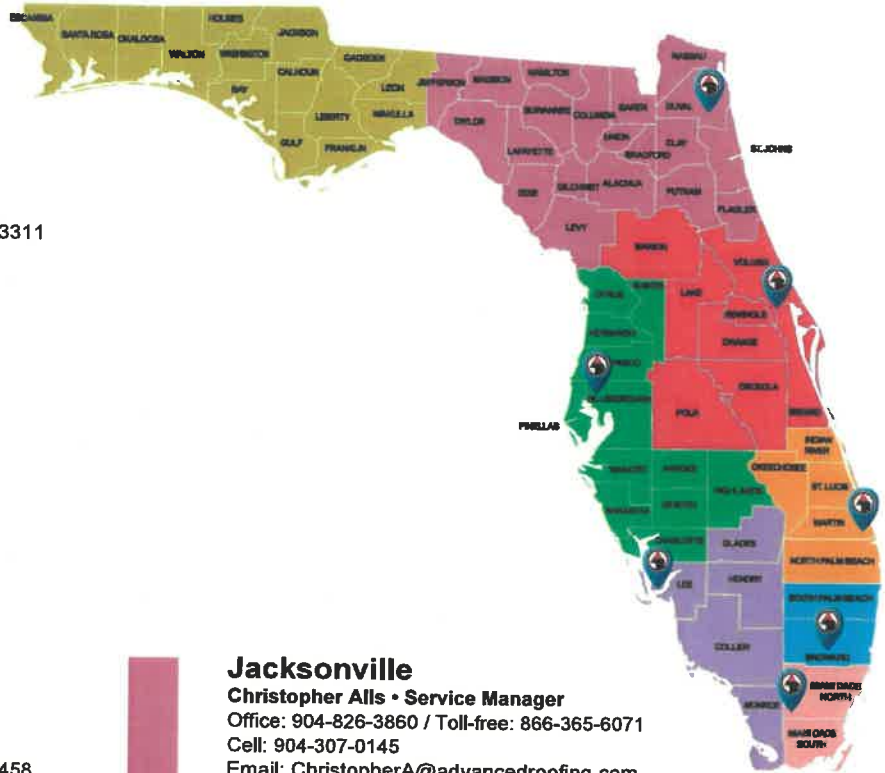
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dirk DeJong/MR

ADVANCED ROOFING OFFICE LOCATIONS



Fort Lauderdale

Michael Kornahrens • Branch Manager

Office: 954-522-6868 / Toll-free: 800-638-6869

Cell: 954-553-8577

Email: MichaelK@advancedroofing.com

Address: 1950 NW 22nd Street, Fort Lauderdale FL 33311

Christopher Walsh • Service Manager

Office: 954-522-6868 x1099 / Toll-free: 800-638-6869

Cell: 954-649-8165

Email: ChristopherW@advancedroofing.com

Service Email: ServiceSFL@advancedroofing.com

Miami • Doral

Julian Olarte • Branch Manager

Office: 305-456-2544 / Toll-free: 800-638-6869 x1102

Cell: 786-477-3873

Email: JulianO@advancedroofing.com

Address: 1733 NW 21st Terrace, Miami FL 33142

Service Email: ServiceSFL@advancedroofing.com

Jupiter • Palm Beach

Ronney Taveras • Branch Manager

Office: 561-743-6952 / Toll-free: 800-638-6869 x1131

Cell: 561-891-2524

Email: RonneyT@advancedroofing.com

Address: 1601 Park Lane South, Suite 100, Jupiter FL 33458

Service Email: ServiceSFL@advancedroofing.com

Sanford • Orlando

Jason Carruth • Branch Manager

Office: 407-322-1555 / Toll-free: 866-365-6071

Cell: 407-509-4190

Email: JasonC@advancedroofing.com

Address: 200 Northstar Court, Sanford FL 32771

Drake Hloska • Service Manager

Office: 407-322-1555 x1210 / Toll-free: 866-365-6071

Cell: 407-429-9507

Email: DrakeH@advancedroofing.com

Service Email: ServiceCFL@advancedroofing.com

Tampa • Saint Petersburg

Bill Lester • Branch Manager

Office: 813-885-5811 / Toll-free: 800-354-9896

Cell: 813-734-2136

Email: BillL@advancedroofing.com

Address: 4909 West Knollwood Street, Tampa FL 33634

Jeff Maurer • Service Manager

Office: 813-885-5811 / Toll-free: 800-354-9896

Cell: 727-919-4648

Email: JeffM@advancedroofing.com

Service Email: ServiceTampa@advancedroofing.com

Fort Myers • Naples

Joseph Cleland • Branch Manager

Office: 239-208-8809 / Toll-free: 800-354-9896

Cell: 954-861-7979

Email: JosephC@advancedroofing.com

Address: 14231 Jetport Loop, Unit 15, Fort Myers FL 33913

Service Email: ServiceTampa@advancedroofing.com

Jacksonville

Christopher Aills • Service Manager

Office: 904-826-3860 / Toll-free: 866-365-6071

Cell: 904-307-0145

Email: ChristopherA@advancedroofing.com

Address: 11031 North Main Street, Jacksonville FL 32218

Service Email: ServiceCFL@advancedroofing.com

North Florida • Panhandle

Jason Carruth • Regional Manager

Office: 407-322-1555 / Toll-free: 866-365-6071

Cell: 407-509-4190

Email: JasonC@advancedroofing.com

Address: 200 Northstar Court, Sanford FL 32771

Service Email: ServiceCFL@advancedroofing.com

South Florida Regional Contact

Kevin Kornahrens • Executive Vice President

Office: 954-522-6868 x 1177

Cell: 321-482-0546

Email: KevinK@advancedroofing.com

Address: 1950 NW 22nd St, Ft. Lauderdale, FL 33311

Air Conditioning | HVAC

Paul Murphy • Branch Manager

Office: 954-332-1418 x 1620

Cell: 321-482-0546

Email: PaulM@advancedairsystem.com

Address: 2100 NW 21st Avenue, Fort Lauderdale FL 33311

Service Email: Service@advancedairsystem.com

Solar | Electric

Clint Sockman • Executive Vice President

Office: 954-522-6868 x1060

Cell: 954-232-8772

Email: ClintS@agt.com

Address: 1950 NW 22nd Street, Fort Lauderdale FL 33311



**CITY OF CAPE CORAL
REQUEST FOR PROPOSAL**

RPW22137MM

**ROOFING INSPECTION, MAINTENANCE AND
REPAIR SERVICES**

City of Cape Coral
Financial Services Department
PO Box 150027
Cape Coral, FL 33915-0027
239-574-0831

REQUEST FOR PROPOSALS DUE IN PROCUREMENT BY: 1:30pm, (local) on December 14, 2022
Cape Coral City Hall, 1015 Cultural Park Blvd, Second Floor, Cape Coral, Florida 33990.

NON-MANDATORY PRE-PROPOSAL CONFERENCE: 10:00 am (local) November 21, 2022,
Conf. Rm 252, City Hall, 2nd Floor.

NO QUESTIONS WILL BE ACCEPTED AFTER: 1:30 pm, (local) on November 30, 2022, all questions
must be submitted in writing to mmilkovi@capecoral.gov and received by stated time.

ENVELOPES MUST BE MARKED WITH THE "SEALED PROPOSAL ENVELOPE LABEL".

Courier Packages (FedEx, UPS, etc.) shall clearly state, on the outer packaging, the Request for Proposal Title and the Request for Proposal Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be returned to the Vendor without being opened and/or considered for that project.

PROCUREMENT CONTACT:

Name: Mark Milkovich
Title: Procurement Specialist
Ph: 239-574-0844
Email: mmilkovi@capecoral.gov

SEALED PROPOSAL ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Proposal".

PLEASE PRINT CLEARLY



SEALED PROPOSAL DOCUMENTS – DO NOT OPEN

PROPOSAL #: RPW22137MM

PROPOSAL TITLE: **Roofing Inspection, Maintenance and Repair Services**

DATE DUE: December 14, 2022 TIME DUE: 1:30pm

SUBMITTED BY: _____
Name of Company

_____ Address City State

_____ Telephone Email

**Deliver to: City of Cape Coral
Finance Department – Procurement
1015 Cultural Park Blvd, 2nd Floor
Cape Coral, FL 33990**

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**CITY OF CAPE CORAL
REQUEST FOR PROPOSALS
LEGAL NOTICE**

The City of Cape Coral, Florida is seeking Request for Proposals – **RPW22137MM, Roofing Inspection, Maintenance and Repair Services** for the City of Cape Coral, from qualified respondents to provide roof services including inspections, corrective maintenance and repairs, and asset management.

A copy of the Request for Proposal documents may be obtained, online at <http://capecoral.ionwave.net>, via mail request to mmilkovi@capecoral.gov, or by phone request, at Procurement Main phone line 239-574-0831.

One (1) original, four (4) copies, and one (1) readable/reproducible flash drive or disk (CD/DVD), version of the complete Proposal are to be returned in a sealed envelope to the attention of the Procurement Division, no later than 1:30 p.m. (local), December 14, 2022.

NON-MANDATORY PRE-PROPOSAL MEETING: TIME: 10:00 AM (local), November 21, 2022, in City Hall, 2nd Floor, Conference Room 252. Representatives of potential proposers are requested to be present to discuss the Project.

NOTE: No questions will be accepted after 1:30 p.m. (local), November 30, 2022. Submit all questions in writing to mmilkovi@capecoral.gov.

The Legal Entity Name of proposer must be provided on all proposal submittal and proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Pursuant to Florida State Statute 119.071 (2), sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

PHYSICAL ADDRESS:
PROCUREMENT DIVISION
Cape Coral City Hall, 2nd Floor
1015 Cultural Park Blvd.
Cape Coral FL 33990

Proposals shall not be presented at any other location. Proposals presented after the time and date indicated above shall be refused. The time indicated on the date stamp machine located in the Procurement Division is considered the official time. It is the responsibility of the Vendor to ensure all Proposals are actually received by the Procurement Division by the submission deadline. Procurement is not responsible for late mail or overnight deliveries.

The City reserves the right to reject any or all proposals in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral

ENVELOPES MUST BE MARKED WITH THE “SEALED PROPOSAL ENVELOPE LABEL”

By Order of the City Manager
Kimberly Bruns, City Clerk

Advertise: November 9, 2022

DEFINITIONS:

1. **Addenda** are written, or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal Requirements or the Contract Documents.
2. **Agreement:** The written contract between City and Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. **City:** Shall be understood as referring to the City of Cape Coral, Florida.
4. **Contract Documents** are the agreement, Addenda, Contractor's proposal, except when it conflicts with any other contractual provision, the Notice to Proceed (when applicable), the purchase order, this entire RFP Package, together with all Written Amendments.
5. **Contract Price** is the monies payable by the City to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.
6. **Contract Time** is the number of days or the dates stated in the Agreement.
7. **Contractor:** Shall be understood as referring to the individual, corporation, or partnership whose name appears on the Contract.
8. **Effective Date of the Agreement** is the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties.
9. **RFP:** Request for Proposal

End of Section

PART 1: INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

PART 2: PROJECT DESCRIPTION

A. OBJECTIVE:

This RFP is for a full-service roofing contractor to perform roofing inspections, repairs of various types and ages of buildings located throughout the City of Cape Coral. The successful proposer will provide all labor and materials necessary to perform the work described therein.

The initial contract period shall be three (3) years with the option for renewal, upon agreement; subject to funding availability and the same terms and conditions, for two (2) additional one (1) year extension periods.

B. BACKGROUND:

The City of Cape Coral requires a roofing contractor's expertise to facilitate proactive inspections and required repair and replacement of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the City of Cape Coral.

C. QUALIFICATIONS:

Proposers must be licensed certified roofing contractors and an insured entity, registered with the State of Florida. Individual supervisors and roofing technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with the proposal.

Proposers shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to the City of Cape Coral.

Proper documentation as required by Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all roofing operations to ensure reimbursement to the City of Cape Coral from the appropriate federal agency.

D. SCOPE OF WORK:

Roof services including inspections, corrective maintenance and repairs, and asset management. Roof types shall include but are not limited to: built-up, bituminous, coal tar pitch, metal, membrane, shingle, tile, flat and low slope.

1. Initial Visual Inspection: Conducted within thirty (30) days of award and issuance of Purchase Order (PO) and completed within sixty (60) days.

a) Inspections shall be available online and restricted/secured to authorized City employees identified by the Project Manager.

- b) Inspections shall include as built and warranty data, aerial roof photos, roof sections, roof types, defects, and condition status.
 - Include all HVAC equipment and UL labels shall be identified.
 - Include all roof penetrations for location, defects and/or damage.
 - Include walls and windows visible at roof level for defects and improper seals.
- c) Inspection shall develop a list of any noted corrective maintenance items that need additional repair.

2. Annual Visual Inspection:

- a) Annual inspection, including photography, shall be conducted in the dry season (January through May) in preparation for any necessary repairs completed before the annual Atlantic hurricane season. The contractor shall develop a proposed annual inspection schedule in December for approval by the Project Manager.
- b) Remove and properly dispose of minor debris (trash, broken tree branches, etc) located on the roof which may affect drainage, including clearing gutters. Large items, excessive vegetative growth, and debris outside the scope of work shall be photographed and reported to the Project Manager.
- c) Visually inspect all drains, scuppers, gutters, and downspouts.
- d) Inspect and repair minor roof defects to remediate leak sources (small splits and tears, holes, etc). Excessive membrane damage will be photographed and reported to the Project Manager.
- e) Inspect sealant pans. Reseal if potential leak source found.

3. Specialized Inspections:

- a) Non-Destructive (Thermal, Infrared and/or Nuclear) Inspections. Upon request, the Contractor shall prepare a proposal for non-destructive roof inspections.

4. Corrective Maintenance and Repairs

- a) Contractor shall prepare a proposal identifying major corrective maintenance, repairs, and replacements. Proposal shall include a detailed scope of work with associated line-item costs, to include any and all permits and licenses.
- b) Photographs shall be taken before and after any work or project and included for project close out and with final invoice.

5. Unscheduled Repairs.

All patch materials shall coincide and be compatible with existing roof materials. The repair shall be performed in accordance with standard roofing practices.

- a) For non-emergency repairs, the Contractor shall respond within two (2) days and be on-site within four (4) days for initial site visit to determine work needed. Service calls will be dispatched by means of telephone or email from the Project Manager or Designated Property Management Representative. A detailed response of condition, repair actions, photographs, and a copy of the service/work order form shall be attached and accompany invoices.
- b) For emergency repairs, the Contractor shall respond by phone within four (4) hours and be on scene within twenty-four (24) hours. The Contractor may be required to provide emergency repairs at times outside of standard business hours. The Contractor shall be required to be available on a

twenty-four (24) hour basis for emergency work. The Contractor shall provide the Project Manager with an on-call, 24-hour telephone number for emergency services.

6. Asset Management

- a) Contractor shall provide a customizable, online roof asset management system (dashboard) based on its current inspection condition. Access shall be available online and restricted/secured to authorized City employees identified by the Project Manager. Data must be able to be exportable in both Microsoft (Excel) and Adobe (PDF) formats.
- b) Contractor shall collaborate with the Project Manager to develop a short-term (1-3 year), mid-term (5-10 year) and long-term (10-20 year) roof budget plan identifying major repairs and replacements.

7. Protection of existing structures, utilities, work, and vegetation.

- a) The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction.
- b) The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.
- c) Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements, shall be repaired or restored promptly by, and at the expense of the Contractor.
- d) The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.

8. Guarantee. All Work shall be guaranteed for twelve (12) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified.

9. Warranty. The Contractor shall obtain and assign to the City all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Project. The Contractor warrants to the City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in Contract Documents. Unless otherwise specified, if within twelve (12) months after the date on the Certificate of Completion and final acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

10. The Contractor shall have knowledge, experience and in compliance with the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation by the Contractor as required by FHWA and FEMA is required to ensure reimbursement to the City from the appropriate agency

E. INVOICING:

The awarded proposer(s) will be required to reconcile, maintain proper records, and invoice the City at the unit costs required by FEMA. For purposes of this proposal, the pricing and unit costs are based on the latest available information. It will be the contractor's responsibility to meet FEMA reporting and reimbursement requirements

PART 3: GENERAL CONDITIONS AND INFORMATION

1. Submission of Proposals

Proposers shall submit one (1) original hard copy of the proposal, four (4) photocopies and one (1) readable/reproducible electronic copy completely duplicating the **original** proposal.

Proposals must be in conformance with the detailed submittal instructions and must be delivered by mail or courier personal delivery by the time and date indicated in the legal notice. **PROPOSALS NOT SUBMITTED BY THE DATE AND TIME SPECIFIED WILL BE REFUSED.** The time indicated by the time clock in the Procurement office is considered the official time of receipt. No faxed or email proposals will be accepted.

Proposals may be submitted in person or by mail to the following address:

In Person/Courier/Mail: Cape Coral City Hall
1015 Cultural Park Blvd., Second Floor
Finance/Parks & Recreation Entrance
Cape Coral, FL 33990
ATTN: PROCUREMENT DIVISION MANAGER

Upon submission, all documents become the property of the City of Cape Coral and are subject to public records laws.

2. Rules, Regulations, Laws, Ordinances, and Licenses

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded vendor shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service. **NO EMPLOYEE OR FAMILY MEMBER OF A CITY EMPLOYEE MAY DO BUSINESS WITH THE CITY WHEN COMPETITIVE BIDDING HAS NOT BEEN THE SOLE DETERMINING AWARD CRITERIA (ref: Ordinance 68-07 Sec. 2-151, revised 7/23/07).**

3. Requests for Additional Information or Questions

Any requests for additional information or clarification shall be submitted in writing to the attention of Mark Milkovich, Procurement Specialist via email mmilkovi@capecoral.gov. The last day for questions is November 30, 2022 at 1:30PM local time. No further questions will be accepted after that day and time.

Each proposer shall examine all requests for proposal documents and judge all matters relating to the adequacy and accuracy of such documents.

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addenda are issued to this request for proposal, the City will attempt to notify all prospective proposers who have secured same. No addenda shall be issued five business days prior to the proposal due date, without extending the due date.

It shall be the responsibility of each proposer, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to acknowledge such addenda on the Proposers Certification form. (Attachment A)

4. Lobbying

All proposers and their agents who intend to submit, or who have submitted, bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, members of the Selection Advisory Committee (SAC), nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

Contact should only be made through regularly scheduled Council meetings, SAC meetings scheduled for interviews and/or negotiations, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional, or clarifying information.

Any action, to include dinner or lunch invitations, by a proposer that may be interpreted as being within the purview of this requirement shall result in an immediate disqualification from further consideration in this project.

5. Reserves the Right

The City anticipates awarding one contract for services as a result of this Request for Proposal. The City, however, reserves the right to reject any and all submitted proposals and to limit the scope of the award.

The City reserves the right to request additional information from proposers as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all proposals are complete in all respects.

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals in its sole discretion, and to waive minor irregularities in the procedures. The City reserves the right to request a Best and Final Offer. The City reserves the right to negotiate additional related services.

6. Corporate Resolution

The corporate resolution form is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture or entity. This may include signing of bid documents, contracts, forms, and agreements. The corporate resolution form includes the name of individuals, with their signatures and their official title with the entity submitting a bid or proposal.

Proposers must provide either the corporate resolution form or the company's official letterhead, indicating the authority of the individuals who may sign and legally bind the company in proposals, bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the company. The document should include the

company's official address and phone number. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement. (Attachment D)

7. Contract Cancellation

The City will require the awarded firm to execute a written contract prior to the issuance of a Purchase Order. The resulting contract may be canceled at any time, for any reason, by the City of Cape Coral, with thirty (30) days' notice.

8. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded vendor shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. These records shall be kept in accordance with generally accepted accounting principles, and the CITY reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for ten (10) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes. In the event of termination of the agreement the awarded vendor shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded vendor in connection with the project), including all documents bearing the professional seal of the awarded vendor.

9. Electronic Media

The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

10. Indemnification

To the extent permitted by law (F.S. 768.28) the proposing firm shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing firm and any persons employed or utilized by proposing firm in the performance of this contract.

11. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

12. Insurance

The submitting firm shall indicate the ability to secure and maintain for the term of the contract the following coverage:

Without limiting its liability, the submitting firm shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the submitting firm, from claims which may arise out of or result from the submitting firm's execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Any questions regarding the insurance requirements should be directed to the Risk Manager, (239) 573-3178.

- 12.1 Workers' Compensation Insurance:** Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$2,000,000.00 for each accident.
- 12.2 Comprehensive General Liability:** Submitting firm shall have Comprehensive General Liability coverage shall have minimum limits of \$2,000,000.00 per occurrence, combined single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors and Products and/or Completed Operations; Broad Form Property Damage; and Contractual Liability Endorsement.
- 12.3 Business Auto Policy:** Submitting firm shall have coverage with minimum limits of \$2,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership.
- 12.4 Professional Liability (Errors and Omissions):** Submitting firm shall have coverage with minimum limits of \$2,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim.
- 12.5 The CITY shall be listed as an Additional Insured on the General Liability policy.** In the event the insurance coverage expires prior to completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.
- 12.6** Unless otherwise specified, it shall be the responsibility of the submitting firm to ensure that all sub-consultants comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the CITY before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.
- 12.7** The submitting firm shall "flow down" the requirements of this provision to all sub-consultants.
- 12.8** The limits of insurance required above must be retained throughout the term of the contract. The submitting firm must notify the CITY immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.
- 12.9** Policies should be written on an "occurrence" basis.

13. Opening of Proposals

Proposals will be opened and evaluated after the final date and time set for receipt. The City may request proposing firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

14. Rejection of Proposals

The City reserves the right to reject any and all proposals. It also reserves the right to waive any formalities in connection with proposals.

15. Acceptance of Proposals

Within one hundred and twenty (120) days after the final submission date for proposals, the City will act upon them. The awarded vendor will be requested to enter into negotiations to produce a contract for the project.

The City reserves the right to terminate negotiations in the event it deems progress toward a contract to be insufficient. The City will move on to the second ranked firm, and so on and so forth.

16. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Cape Coral will apply to any resulting agreement and venue for any action arising out of any agreement shall lie solely in Lee County. The filing of "NOTICE TO OWNER" statements are not required for Public Projects.

17. Proposal of Submitting Firm

Proposals will be considered from firms normally engaged in providing the goods/service(s) requested. The proposing firm must demonstrate adequate experience, organization, facilities, equipment, proper licensing, and personnel to ensure prompt and efficient service to the City of Cape Coral. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

The City of Cape Coral may utilize request for information, information questionnaires, proposer's submittal information, references, licenses, proposer's capacity, staff, experience, and any tools it may deem necessary to determine if a firm meets the requirements or needs of the City of Cape Coral. The City determines best value, best fit, responsible, responsive and makes any determination whether to accept or waive criteria outlined in their evaluation. The decision rests solely with the City of Cape Coral to decide if a firm meets the qualifications, requirements and/or needs for the award(s) of a project.

18. Contact List

The awarded vendor shall appoint an employee to act as a primary contact with the City of Cape Coral. This person or back-up shall be readily available during normal work hours, by phone or in person, and shall be knowledgeable of the terms of the contract. (Attachment G)

19. Deviations from Specifications

The proposing firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Request for Proposal. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

20. Precedence of Conditions

The proposing firm, by virtue of submitting a proposal, agrees that City General Provisions and Terms and Conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included.

21. Proposal Withdrawal

After proposals are opened, corrections or modifications to proposals are not permitted, but the proposing firm may be permitted to withdraw an erroneous proposal prior to the proposal award by City Council, if the following is established:

1. That the proposing firm acted in good faith in submitting the proposal;
2. That in preparing the proposal there was an error of such magnitude that enforcement of the proposal would work severe hardship upon the firm;
3. That the error was not the result of gross negligence or willful inattention on the part of the firm;
4. That the error was discovered and communicated to the City within twenty-four (24) hours of proposal opening, along with a request for permission to withdraw the proposal; or
5. The firm submits documentation and an explanation of how the proposal error was made.

22. 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 services to a public entity, may not submit proposals on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Attachment B)

23. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the CITY, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract or lease with the City.

24. Project Records

All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the CITY, for inspection and copying upon written request of the CITY. Additionally, said records shall be made available, upon request by the CITY to any state, federal or other regulatory authorities, and any such authority may review such. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract. The proposing firm shall maintain and protect those records for no less than ten (10) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

25. Record Keeping

The awarded firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity.

If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Firm's personnel, sub-contracting Firms, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Firm shall keep full and detailed accounts and financial records pertaining to the provision of services for the CITY. Prior to commencing work, the Firm shall review with and obtain the CITY's approval of the accounting procedures and records to be utilized by the Firm on the Project. Firm shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer periods as may be required by law.

26. Vendor Registration

In accordance with Article VII Division 1 Section 2-148 of the City of Cape Coral Ordinance, prior to proposal award, proposing firm must complete the vendor registration process. Registration can be done online from the City of Cape Coral website, www.capecoral.net. Once on the website, under "I WANT TO,"

click on "Register" then "City Vendor." That will take you to the "Vendor Portal" page from where you may register online or print out the Vendor Registration Forms.

27. Unauthorized Aliens

The employment of unauthorized aliens by any submitting firm is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the submitting firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this Request for Proposal. Proposing firm affirmatively represents to the CITY that it is fully compliant with all applicable immigration laws, including but not limited to, the 1986 Immigration Act and subsequent amendments. This applies to any sub-contractors used by the proposing firm as well.

28. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default thereunder by the awarded firm should not be deemed to be a waiver of any default or breach by the City.

29. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded firm to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the City, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

30. Drug Free Workplace

The City of Cape Coral is a drug free workplace. Submit the Drug Free Workplace Certification with your proposal. (Attachment C)

31. Form 3A – Interest in Competitive Bid

Submit Form 3A Interest in Competitive Bid for Public Business. (Attachment E)

32. Non-Collusive Affidavit

Submit the Non-Collusive Affidavit. (Attachment F)

33. Scrutinized Companies

Pursuant to 287.135 Florida Statute, 215.4725 and 215.473, companies contracting with public agencies are prohibited from contracting for goods or services that appear on the Scrutinized Companies List. Submit a completed Scrutinized Companies Form. (Attachment G)

34. Business Ethics Form-Collusive Affidavit

Submit the Business Ethics Form. (Attachment H)

35. Payment

35.1 City shall make payment and Contractor shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, City notifies Contractor in writing of its objection to the amount of such invoice, together with City's determination of the proper amount of such invoice. City shall pay any undisputed portion of such invoice within such thirty (30) day period.

35.2 If City shall give such notice to the Contractor within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, City shall promptly pay the Contractor the amount so determined, less any amounts previously paid by City with respect to such invoice. In the event it is determined that City overpaid such invoice, the Contractor shall promptly refund to the City the amount of such overpayment.

35.3 The City of Cape Coral has implemented a P-Card Program. The awarded Contractor may take advantage of this program and receive payments within days of delivery in lieu of standard invoicing by accepting a City of Cape Coral VISA Purchasing Card. However, no additional

costs will be covered by the City of Cape Coral for the awarded Contractor Merchant Service fees and/or interchange rate.

36. Public Records

Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.

37. Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a Firm, supplier, sub-Firm, or Firm under a contract with any public entity; or transact business with any public entity.

38. Annual Appropriation

The City's performance and obligation to pay under this contract is contingent upon annual an appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

39. Compliance With Laws

If made applicable by the use of Federal Grant funds in the Project, or any other requirement as set out below, Bidders and any Sub-contractors included as part of project teams shall comply with the following enactments, rules, regulations, orders, and statutes:

- 2 CFR. 200.317 thru 200.326 as described in Appendix II to Part 200 – Contract Provisions for nonfederal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; FEMA FP104-009-2 – Public Assistance Program & Policy Guide – Jan 2016; 23 CFR. 635B and any other Federal rule, regulation or policy relating to disaster debris.
- Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).
- Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts,

subcontracts, and subgrants of amounts in excess of \$100,000).

- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
- Federal-Aid Requirements: The Contract provisions of the Federal Highway Administration's Form FHWA-1273 (Appendix A), titled "Required Contract Provisions – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways, shall apply to all work performed by the Proposer or any of its Subcontractors.

40. Term:

The initial contract period shall be for three (3) years with the option for renewal, upon agreement; subject to funding availability and at the same terms and conditions, for two (2) additional one-year renewal periods.

End of Section

PART 4: PROPOSAL SUBMISSION REQUIREMENTS

It is imperative that the information submitted is precise, clear, and complete. All submittals must be presented in an 8 1/2" x 11" bound document, tabbed for the following format. Submittals not conforming to this format may be disqualified from further consideration.

Proposals should include the requirements listed below. Proposals submitted without meeting ALL the requirements may be considered non-responsive.

Respondents shall include the following information in their proposals and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page. All additional information that the Respondent believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

Respondents shall submit one (1) original, four (4) copies and one (1) readable/reproducible disc (CD) or flash drive completely duplicating the original proposal.

The following information shall be provided in the order detailed, in a tabbed format and sequentially page numbered.

Tab A: Title Page

List the Request for Proposal subject, the name of the firm, address, telephone number, email address, contact person, and date of submittal, and who has corporate authority to sign for the Firm.

Tab B: Table of Contents

Include a clear identification of the material included in the submittal by page number.

Tab C: Letter of Interest

Provide an introduction to your company and describe why the City of Cape Coral should select your firm. A brief history of the company, related experience, specific to emergency/disaster response.

Tab D: Qualifications of Personnel

Proposals will be considered from firms normally engaged in providing the service(s) requested. The proposing firm must demonstrate adequate experience, organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Cape Coral. The City of Cape Coral reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of the firm to perform.

- Identify the key lead staff and their qualifications, background and experience in building automation control systems.
- Include copies of licenses and/or certifications of Key Personnel and Team.

Tab E: Understanding and Approach

Describe your team's project understanding and approach and how staffing will be arranged.

Tab F: Operational Plan: Describe your team’s Operational Plan.

- Provide information regarding available locations/systems that the proposing firm is capable of maintaining and repairing existing control systems.
- Provide a detailed explanation of how paperwork and billing will be processed (including the method used to determine the quantity of meals served per day) and include prior experience with any FEMA related documentation. All paperwork shall be prepared as required to be acceptable by FEMA for reimbursements to the CITY. This contract is in no way contingent on FEMA reimbursement or a federal disaster declaration but should meet all federal guidelines to ensure that reimbursable expenses are not forfeited. Refer to Exhibit C.

Tab G: Prior Experience and References

Provide a verifiable list of references of customers with whom Proposer has performed services of a similar nature. The list shall include the customer's name, email address, telephone number, and the name of an individual to contact. Proposer shall indicate date and brief description of services performed. The CITY and/or their designee must be able to make contact with the reference; no future consideration will be made if contact cannot be made.

Tab H: Pricing Plan

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours. See Attachment L.

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$	500,000-750,000	
\$	750,000-1,000,000	
\$	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$	\$	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$	\$	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		%
Other Material/Part % Markup from cost		%

Tab I: Attachments and Documents**Attachment A: Proposer's Certification**

Proposer to complete the Proposer's Certification with acknowledgement of addenda (when applicable)

Attachment B: Sworn Statement Under Section 287.133(3)(a), Florida Statutes

Proposer to Complete Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes form.

Attachment C: Drug-Free Workplace

Submit Drug-Free Workplace Statement.

Attachment D: Corporate Resolution

Complete and submit Corporate Resolution form.

Attachment E: Form 3A – Interest in Competitive Bid

Complete and submit Form 3A – Interest in Competitive Bid form (if not applicable, mark N/A on the form).

Attachment F: Non-Collusive Affidavit

Complete and submit Non-Collusive Affidavit.

Attachment G: Scrutinized Companies Certification Form

Complete and submit Scrutinized Companies Certification Form

Attachment H: Business Ethics Requirements

Complete and submit Business Ethics Form

Attachment I: Truth-in-Negotiations

Submit Truth in Negotiation Certification

Attachment J: Acknowledgement of Insurance Requirements

Submit Acknowledgement of Insurance Requirements Form

Attachment K: Business Information Questionnaire

Submit Business Information Questionnaire Form

Attachment L: Pricing Plan

Submit Proposal Check List

Attachment M: Proposal Check List**Tab J: Supplemental Information**

This section shall include any additional information which the proposer considers pertinent for consideration as part of this proposal.

Financial Information

The City of Cape Coral may request additional information related to financial documents required from bidders or proposers. Those requests may include submittal of financial statements, financial records, bonds, or insurance or other documents necessary to ascertain the viability of the bidder/proposer for the bid or service requested. The failure to submit the requested documents, may deem the bidder or proposer as nonresponsive/non-responsible and therefore ineligible for award of the bid or service proposed.

PART 5: EVALUATION AND SELECTION

1. The Selection Advisory Committee (SAC) and/or other committee shall review all proposals received.
2. The committee may request that a firm make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the proposer. After evaluations have been completed, the proposers shall be ranked by the Evaluation Committee.
3. The City will negotiate a contract with the top ranked firm. Should the City be unable to negotiate a satisfactory contract which is competitive, reasonable, and adequate, negotiations with that firm shall be terminated and the City shall proceed to negotiate a contract with the number two ranked firm, and so on.
4. The negotiated contract is presented to City Council for approval.
5. Points Values will be assigned based on the following Evaluation Criteria:

Evaluation Criteria	Point Value
Qualification of Personnel	40 Points
Understanding & Approach	20 Points
Operational Plan	20 Points
Prior Experience / References	10 Points
Pricing Plan	10 Points
Total Possible Points	100 points

PART 6: REQUEST FOR PROPOSAL TIMELINE

The **anticipated** schedule for this RFP is as follows:

Request for Proposal issue date	November 9, 2022
Non-Mandatory Pre-Proposal Meeting	November 21, 2022
Last date to submit questions	November 30, 2022
Proposal Submission deadline	December 14, 2022
Council Approval date	To be determined

End of Section

ATTACHMENT A

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposal **RPW22137MM Roofing Inspection, Maintenance and Repair Services**, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following **addenda**, and the cost, if any, of such revisions has been included in the price of the proposal:

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this proposal. I agree that the proposal will remain **firm** for a period of up to one hundred twenty (120) days from the date qualifications are opened in order to allow the City adequate time to evaluate the qualifications.

I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this proposal.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract, or for an employee of the City of Cape Coral; and that all statements in said proposal or bid are true. The undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

FEIN NUMBER

NAME OF BUSINESS

NAME (PRINTED)

TITLE

MAILING ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER/FAX NUMBER

EMAIL ADDRESS

SIGNATURE

DATE

State of _____ County of _____
This foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Signature of Notary

ATTACHMENT B**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (**FEIN**) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement, as required per IRS Form W-9. Social Security Number may be required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefits processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or;
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**WORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (page 2)**

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____ COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

(Notary Public)

My Commission Expires: _____

STATE OF _____ COUNTY OF _____

ATTACHMENT C

CITY OF CAPE CORAL

DRUG FREE WORKPLACE CERTIFICATION

In order for the City of Cape Coral to continue as a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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 commodities or contractual services that are under quote/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/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 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.

Company Name (please print) **Authorized Signature**

Date

ATTACHMENT D

CORPORATE RESOLUTION

I, _____, Secretary of _____, a corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Cape Coral, Florida for the construction of the _____.

(Project Name)

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICIAL TITLE</u>	<u>OFFICIAL SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporation _____ address _____

Corporation phone number _____

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20__.

SECRETARY: _____ DATE: _____
(Signature)

ATTACHMENT E

FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include: _____		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ___ Yes ___ No. If so, how often? _____		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 3600 Maclay Blvd. South, Suite 201, Tallahassee, FL 32312. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00

ATTACHMENT F

NON-COLLUSIVE AFFIDAVIT

State of _____ County of _____

_____, being first duly sworn, deposes and says

that (s)he represents _____, the party making the fore-going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation

(Company Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature line for notary public)

My commission expires:

(SEAL)

ATTACHMENT G**SCRUTINIZED COMPANIES CERTIFICATION FORM**

Pursuant to 287.135 Florida Statute, 215.4725 and 215.473, companies contracting with public agencies are prohibited from contracting for goods or services, that appear on the Scrutinized Companies List. This form is to certify that the "Vendor/Company Name" below hereby swears or affirms that as of the signature date below that "Vendor/Company Name" is not listed on a Scrutinized Companies list. By authorized signature (authorized to enter into binding agreements), representative from this company, further affirms the following:

1. This "Vendor/Company Name" is not participating in a boycott of Israel such that company is not refusing to deal, is not terminating business activities, or taking any other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israel controlled territories, in a discriminatory manner.
2. This "Vendor/Company Name" does not appear on the Scrutinized Companies with Activities on Sudan List, where the State Board of Administration (<http://www.sbafla.com/>) has established and maintains the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power general activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart mineral benefit to disadvantaged citizens that are typically located in the geographic Periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Dufar.
3. This "Vendor/Company Name" does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration (<http://www.sbafla.com/>) has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a governmental-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. The "Vendor/Company Name" is not engaged in business operations in Cuba or Syria.
5. The company identified below in the section entitled "Vendor/Company Name" understands 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. "Vendor/Company Name" further understands that any contract with an agency for goods or services may be terminated at the option of the agency 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 and/or with business operations in Cuba or Syria.

Vendor/Company Name:
Street Address:
City / State / Zip Code:
Vendor/Company Telephone Number:
Email Address:
Vendor FEIN:
Authorized Signature:
Printed Name/Title:
Date of Signature:

ATTACHMENT H

BUSINESS ETHICS REQUIREMENTS

1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.
2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.
4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:
E-mail: Mark Milkovich, mmilkovi@capecoral.gov Telephone: 239-574-0844
5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.
7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.
8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract attachment.

Signature _____

Date _____

ATTACHMENT I**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

Insurance: The following insurance will be required by the CITY OF CAPE CORAL.

Workers' Compensation: Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$2,000,000.00 for each accident.

Comprehensive General Liability: Shall have minimum limits of \$2,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.

Business Auto Liability: Shall have minimum limits of \$2,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.

Excess Liability: Submitting firm shall maintain excess liability insurance in the amount not less than \$5,000,000 Combined single limit bodily/property damage, in excess of the general liability described above.

Professional Liability: (Errors and Omissions) coverage shall have minimum limits of \$2,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim. Policies should be written on a "Claims Made basis, with a retroactive date that is acceptable to the City.

Certificate of Insurance: **The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy.** This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

Statement of Offeror:

We understand the requirements requested and agree to fully comply.

OFFEROR'S NAME

TITLE

AUTHORIZED SIGNATURE

DATE

ATTACHMENT J

References

Company Name

Contact Person

Address

Phone Number

City, State, Zip

Email address

Most Recent Date of Service

Description of Service:

Company Name

Contact Person

Address

Phone Number

City, State, Zip

Email address

Most Recent Date of Service

Description of Service:

Company Name

Contact Person

Address

Phone Number

City, State, Zip

Email address

Most Recent Date of Service

Description of Service:

ATTACHMENT K

Page 1 of 8

BUSINESS QUALIFICATION QUESTIONNAIRE

THIS FORM MUST BE SUBMITTED AND SIGNED WITH BID PACKAGE

Business must be legal in the State of Florida prior to bidding the type of work required by this project.

SUBMITTED BY: _____

Name of Bidder

Street or PO Box

City, State & Zip Code

Phone

() Individual () Partnership () Corporation () Joint Venture

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. Person to Contact: _____ Title: _____

Telephone Number: _____

2. How many years has your organization been in business as a General Contractor under your present name? _____ Year established: _____

3. Under what other names has your organization operated? _____

4. List below the names, titles and addresses of officers, owners and partners:

5. Prepare a list as indicated on Table I – Completed Projects (attached) of the last five (5) projects of this type your organization has completed.

6. Prepare a list as indicated on Table II – Current Projects (attached) of projects of this type that your organization is currently engaged in.

ATTACHMENT K

Page 2 of 8

7. Have you ever failed to complete any work awarded to you?

When? _____

Where? _____

Why? _____

8. BONDING INFORMATION:

Surety Company: _____

Address: _____

Surety Agent or Underwriting Contact: _____

License Number: _____

Address: _____

County: _____

Contact Name: _____

Phone: _____

Email Address: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

Please attach a letter from surety as evidence of bonding capacity.

Have Bid, Performance or Payment Bond claims ever been made to a Surety for this Contractor on any project, within the past ten (10) years?

YES NO

If YES, include as an Attachment, details describing the claim, name of company or person making the claim, and the resolution of claim. If the answer is NO, attach as an Attachment a letter from the Surety Company stating the referenced status of the Contractor for the time period.

ATTACHMENT K

Page 3 of 8

In the past ten (10) years, has any Surety company refused to bond the Contractor on any project?

YES NO

If YES, include as an Attachment, details specifying the reasons given for that refusal, and the name and address of the Surety Company that refused to bond.

In the past ten (10) years, has any Surety company refused to bond the Contractor's parent or subsidiaries on any project?

YES NO

If YES, include as an Attachment, details specifying the reasons given for that refusal, and the name and address of the Surety Company that refused to bond.

9. Enclose a sample Certificate of Insurance.

10. Provide registration, permits, and licensing information, and copies, if applicable.

State Certification No: _____

Date: _____

City Competency Certificate No: _____

Date: _____

City Occupational License No: _____

Date: _____

11. List types of work normally performed by your own forces:

12. Submit no less than three financial references:

ATTACHMENT K

Page 4 of 8

13. The City of Cape Coral may request additional information related to financial documents required from bidders or proposers. Those requests may include submittal of financial statements, financial records, bonds, or insurance or other documents necessary to ascertain the viability of the bidder/proposer for the bid or service requested. The failure to submit the requested documents, may deem the bidder or proposer as nonresponsive/non-responsible and therefore ineligible for award of the bid or service proposed.

By: _____

Witness: _____ Title: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 20__.

Notary Public

My Commission Expires

NOTE: IF A JOINT VENTURE, EACH CONTRACTOR MEMBER SHALL COMPLETE AN INDIVIDUAL CONTRACTOR'S QUALIFICATION QUESTIONNAIRE FORM.

ATTACHMENT K

Page 5 of 8

TABLE I – COMPLETED PROJECTS (Reference Document)

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ACTUAL COMPLETION DATE	NAME, ADDRESS, PHONE #, & Email

Please note this document must be completed in its entirety. Any missing or omitted information may result in a non-responsive bid and your proposal may be disqualified. This Document will also be used as a reference document and the City will verify references.

ATTACHMENT K

Page 6 of 8

TABLE II – CURRENT PROJECTS (Reference Document)

PROJECT TITLE & LOCATION	YOUR CONTRACT AMOUNT	CONTRACTOR OR SUB	REQUIRED COMPLETION DATE	ESTIMATED COMPLETION DATE	NAME, ADDRESS, PHONE #, & Email

Please note this document must be completed in its entirety. Any missing or omitted information may result in a non-responsive bid and your proposal may be disqualified. This Document will also be used as a reference document and the City will verify references.

ATTACHMENT K

Page 7 of 8

SUBCONTRACTOR LISTING

List all proposed subcontractors to be used for this project regardless of racial or gender grouping or dollar value of work to be performed. The City has the right to reject subcontractors that do not meet the City requirements. If you are claiming minority status it is required to attach the State of Florida issued certification showing minority status. Subcontractors must meet all Licensing, Insurance and Bonds requirements where applicable.

IF NOT USING SUBCONTRACTORS, PLEASE INDICATE AS SUCH.

Please note this document must be completed in its entirety.

Firm Name, Address, and Telephone Number	Description of Work to be Performed (Be Specific)	Estimated Dollar Value of Work	MBE/WBE
<hr/> <hr/> <hr/>		\$	
<hr/> <hr/> <hr/>		\$	
<hr/> <hr/> <hr/>		\$	
<hr/> <hr/> <hr/>		\$	

ATTACHMENT K

Page 8 of 8

**CONTRACTOR’S SELF-PERFORMED
WORK EVALUATION FORM**

1	Total Estimated Project Cost (from bid form)	\$
2	Total Work Performed by Subcontractors listed on “Subcontractor Listing Form”	\$
3	Value of Work Proposed to be Self-Performed by Contractor, (line 1 minus line 2)	\$
4	Percentage of “Project Cost” (line 1) Proposed to Be Self-Performed by Contractor (line 3 divided by line 1 as a percentage (%))	%

ATTACHMENT L

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$	500,000-750,000	
\$	750,000-1,000,000	
\$	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$	\$	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$	\$	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		%
Other Material/Part % Markup from cost		%

ATTACHMENT M

PROPOSAL PREPARATION CHECKLIST

The RFP Preparation Checklist is a guide to assist the Proposer in verifying the completeness of their response. The RFP Preparation Checklist does not relieve the Proposer of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

- _____ Read the entire Request for Proposal package
- _____ Complete the Proposal Preparation Checklist (Attachment L)
- _____ Complete and Sign Invitation to Proposer Certification (Attachment A)
If addenda were issued, please acknowledge on this form.
- _____ Complete and Sign Sworn Statement on Public Entity Crimes (Attachment B)
- _____ Complete and Sign Drug Free Workplace Form (Attachment C)
- _____ Complete and Sign Corporation Resolution Form (Attachment D)
- _____ Complete and Sign (if applicable) Form 3A Interest in Competitive Bid. If this form does not apply, mark as N/A (Attachment E)
- _____ Sign Non-Collusive Affidavit (Attachment F)
- _____ Complete and Sign Scrutinized Companies Certification Form (Attachment G)
- _____ Complete and Sign Business Ethics Requirements Form (Attachment H)
- _____ Sign Acknowledgement of Insurance Requirements Form (Attachment I)
- _____ Complete Reference Form (Attachment J)
- _____ Complete and Sign Business Qualification Statement and Questionnaire (Attachment K)
- _____ Complete Pricing Plan (Attachment L)
- _____ Copies of License (s) – Applicable for performance of work
- _____ Business Tax Receipts for the past three (3) fiscal years (2022, 2021, & 2020)
- _____ Original Official Proposal, four (4) copies, and one (1) readable/reproducible disk (CD) or flash drive completely duplicating the original.

The outer packaging of bid document shall be labeled with the “Sealed Proposal Document” label provided in this RFP package. The documents mentioned on this page must be provided. Failure to provide or properly execute these items/documents may result in your bid being considered non-responsive and, if so, may be rejected and not considered for award.

EXHIBIT A

PROTEST PROCEDURES

Right to Protest

Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City Council.

Time Limits and Form of Protest

A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing to the Procurement Division Manager prior to the opening of bids or the closing date of proposals. A protest of a bid shall be filed with the City Procurement Division Manager within five (5) business days (excluding Saturdays, Sundays, and Legal Holidays) after the date of mailing of the notice of intent to award the contract. Only those persons or firms who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) days after the filing of the initial written notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cape Coral, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. Said bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An Irrevocable Letter of Credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed.

Hearing

If the subject of a protest is not resolved by mutual agreement within seven (7) days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer who shall conduct a hearing within 15 days of receipt of the formal written protest. The hearing officer shall render a recommended order within 30 days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects; the protest may be heard directly by the City Council.

Stay of Action

Upon receipt of a formal written protest which has been timely filed, the City shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

Decision; Entitlement to Costs

If a protest is sustained and it is determined that the protesting bidder or Architect should have been awarded the contract under the solicitation but is not, then the protesting bidder or Architect shall be entitled to recover from the City the reasonable costs incurred in connection with preparing its bid but shall not be entitled to recover lost profits or attorney's fees. If a protest is denied, the bidder or Architect shall have ten (10) days to file for a writ of certiorari in Circuit Court in Lee County, Florida.

EXHIBIT B

SAMPLE CONTRACT

THIS CONTRACT is made this _____ day of _____, 20__ by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and _____ doing business as a corporation, located at _____ hereinafter called "**FIRM**".

WITNESSETH: For and in **consideration of the payments** and agreements mentioned hereinafter:

1. The FIRM will provide roof services including inspections, corrective maintenance and repairs, and asset management in accordance with the Contract Documents.
2. The FIRM will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Contract Documents.
3. The FIRM will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED and will complete the same within the contract period.
4. The FIRM agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and in the FIRM'S Proposed Price Listing.
5. The **term** of the contract is a three (3) year term contract, with the mutual agreeable option of two (2) additional one-year renewals.
6. This Contract may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the FIRM. In the event of termination, the FIRM shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
7. The Term "Contract Documents" shall include this Contract, addenda, FIRM's Proposed Service Listing except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Request for Proposal prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the FIRM.
9. **Disclosure:** The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
10. **Administration of Contract:** The Public Works Director, or his representative, shall administer this Contract for the CITY.
11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claims and/or dispute resolutions under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida.

More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney's fees.

12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** CITY shall make payment and the FIRM shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies the FIRM in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. CITY shall give such notice to the FIRM within a fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the FIRM the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the FIRM shall promptly refund to the CITY the amount of such overpayment.
14. **FIRM's Representations:** In order to induce CITY to enter into the Contract the FIRM makes the following representations:
The FIRM has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.
- FIRM has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by FIRM for such purposes.
- FIRM has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents. The FIRM has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to the FIRM.
15. **Indemnity:** To the extent permitted by law (F.S. 768.28), the FIRM shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and any persons employed or utilized by the FIRM in the performance of this Contract.
16. **Damage Liability:** The awarded FIRM shall be responsible for all claims filed for damage to private property, windows, screen enclosures, real estate signs, etc. Additionally, the FIRM shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc. Copies of all damage claims shall be submitted to the Procurement Division.
17. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. **Project Records:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-

conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

19. **Insurance:** Unless otherwise specified, the FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:
- a. Worker's Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.
 - b. Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.
 - c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.
 - d. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY. CITY shall be named as an "Additional Insured" under the FIRM'S General Liability Insurance Policy with respect to the services performed by the FIRM.
 - e. Prior to commencing any Work under this Agreement, FIRM shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided, and such insurance carried and maintained until the Work has been completed and accepted by CITY.
 - f. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Firm's liability under this Agreement.
20. **Unauthorized Aliens:** The employment of unauthorized aliens by any FIRM is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the FIRM knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the FIRM as well.
21. **Annual Appropriation Contingency:** Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
22. **Safety and OSHA Compliance:** The Contractor shall comply in all respects with all Federal, State and Local Safety and health regulations. Copies of the Federal regulations may be obtained from the

U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington DC 20210 or their regional offices

23. **Immigration Affidavit Certification and E-Verify Validation**

As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
 - e. ***Subcontracts:*** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
24. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for good or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
25. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall

include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

26. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

27. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this Agreement in one (1) counterpart which shall be deemed an original on the date last signed as below written.

(CITY SEAL)
ATTEST:

CITY:

City of Cape Coral, Florida

Signature

Signature

Kimberly Bruns, CMC
Name

Roberto Hernandez
Name

City Clerk
Title

City Manager
Title

Date

CITY LEGAL REVIEW:

Dolores Menendez – City Attorney

Date

CONTRACTOR:

Company

Signature

State of Florida Contractor License #

Typed/Printed Name

Date

Title

EXHIBIT C

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Revised eff. 11/12/2020

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials - non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive_procurement_guideline-cpg-program.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**EXHIBIT B
INSURANCE REQUIREMENTS**

**ROOFING INSPECTION, MAINTENANCE & REPAIR
SERVICES AGREEMENT # 12363**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY: Minimum \$2,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX CG2010	ongoing operations (or its' equivalent)
XX CG 2037	completed operations (or its' equivalent)
sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$2,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form Minimum \$10,000/\$20,000/\$10,000
XX owned (Florida's Minimum Coverage)
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a true follow form basis.

		Per Occurrence	Aggregate
XX	other than umbrella bodily injury and property damage combined	\$5,000,000	\$5,000,000

ENVIRONMENTAL/POLLUTION LIABILITY

		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis.	\$5,000,000	\$5,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
	* Policy to be written on a claims made basis	\$12000,000	\$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

Network Security / Privacy Liability
 Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
 Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
 Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

		Per Occurrence	Aggregate
<input type="checkbox"/>	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. Florida Statue Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000 even though the cost of each service line installation and connection is less than \$200,000. The payment and performance bond amount must be equal to the project size.

Exhibit "B" Placeholder
Advanced Roofing, Inc.
Roofing Inspection, Maintenance & Repair Services Piggyback Agreement ID #12363

Pending Risk Management's review and approval of insurance submitted 10/23/27.

PLACEHOLDER