



**TOWN OF LAKE PARK**

**535 Park Avenue  
Lake Park, FL 33403**

**NOTICE OF SOLICITATION  
PRE-QUAL No. 105-2011**

**REQUEST FOR PRE-QUALIFICATION OF CONTRACTORS  
FOR TOWN-WIDE ROOF REPLACEMENT AND/OR REPAIR PROJECTS  
ON AN AS NEEDED BASIS**

---

---

**Prepared by:**

**TOWN OF LAKE PARK  
PUBLIC WORKS DEPARTMENT  
David Hunt, Public Works Director  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Tel: 561.881.3345  
Fax: 561.881.3349  
E-mail: [dhunt@lakeparkflorida.gov](mailto:dhunt@lakeparkflorida.gov)**

**Date of Advertisement: November 6, 2011**

Request: Pre-Qualification of Contractors for Town-wide Roof Re-placement and/or Repair Projects on an As Needed Basis  
Town of Lake Park, Florida

Request Number: PRE-QUAL No. 105-2011

Project Location: Town-wide

Lake Park Town Commission: James DuBois, Mayor  
Kendall Rumsey, Vice Mayor  
Steven Hockman, Commissioner  
Jeanine Longtin, Commissioner  
Tim Stevens, Commissioner

Town Manager: Maria Davis  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: 561.881.3300  
Fax: 561.881.3314

Finance Director: Anne Costello  
Phone: 561.881.3350  
Fax: 561.881.3358

Town Clerk: Vivian Lemley  
Phone: 561.881.3311  
Fax: 561.881.3313

Counsel to the Town: Thomas J. Baird  
Jones, Foster, Johnston & Stubbs, P.A.  
Phone: 561.659.3000

Public Works Director: David Hunt  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: 561.881.3345  
Fax: 561.881.3349

Submission Date: Tuesday, December 6, 2011 at 2:00 p.m.

Publication of Notice: Public notice of the Request For Pre-Qualification Of Contractors shall be published in a newspaper of general circulation in the County for a period of 21 days prior to the pre-qualification submittal deadline, and posted on the Town of Lake Park web site.

It is the responsibility of the proposer(s) to insure that all pages are included. Therefore, all proposers(s) are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Town Clerk or designee.

TABLE OF CONTENTS

Page 1	Cover Page
Page 2	Preamble/Submission Date
Page 3	Table of Contents
Pages 4 to 5	Notice to Pre-Qualify Roofing Contractors
Page 6	Instructions
Page 7	General Conditions, Instructions, and Information for Proposers
	Begin General Conditions
	1. General Information
Pages 7 to 9	2. Legal Requirements
Pages 9 to 10	3. Request for Pre- Qualification Submission
Pages 11 to 12	4. Contract Award Criteria
Pages 12 to 13	5. Contract Administration
Pages 13 to 14	Special Conditions
Pages 15 to 21	Contractor's Pre-Qualification Statement
Page 22	Certification of Drug Free Workplace Program

**TOWN OF LAKE PARK**

**NOTICE TO PRE-QUALIFY ROOFING CONTRACTORS**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed, Contractor's Pre-Qualification Statements for:

**PRE-QUALIFICATION OF ROOFING CONTRACTORS FOR TOWN-WIDE ROOF REPLACEMENT AND/OR REPAIR PROJECTS ON AN AS NEEDED BASIS  
TOWN OF LAKE PARK (TOWN)**

**Town Pre-Qual No. 105-2011**

It is the sole purpose and intent of this Request for Pre-Qualifications to select, in the sole opinion of the Town, a sufficient number of Qualified Contractors to provide the Town with: (1) competitive sealed bids for the approximately 65 square re-roof project located at 700 Sixth Street (PBSO Substation) in the Town and (2) written quotes for miscellaneous roof repairs of Town buildings on an as needed basis.

The terms and conditions of this solicitation shall apply to all orders placed for all specified miscellaneous "roof replacement or repairs" for the Town of Lake Park. It shall continue for a term of three years and re-qualifying and/or termination shall be at the sole discretion of the Town of Lake Park.

The successful Pre-Qualified Contractor(s) shall be Pre-Qualified for three years. Projects shall be subject to the appropriation of funds by the Town of Lake Park Commission.

**The anticipated funding during the initial 12 month period is \$90,000.00. The Town of Lake Park reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-advertise for contractor pre-qualifying at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated three year term has not been completed.**

Sealed Pre-Qualification Statements will be received in triplicate by the Town Clerk until 2:00 p.m. Tuesday, December 6, 2011 at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Pre-Qualification Statements received after this time will be returned unopened.

**Pre-Qualification Packets**

Pre-Qualification packets may be obtained at no charge by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday. Statements shall be submitted on the form(s) provided.

**Pre-Qualification Statements**

Envelope containing Pre-Qualification Statements must be sealed and be clearly marked, **PRE-QUALIFICATION FOR TOWN-WIDE ROOF REPLACEMENT AND/OR REPAIR PROJECTS, TOWN OF LAKE PARK, Town Pre-Qual No. 105-2011**

A recommendation to award a Pre-Qualified status to a contractor will ordinarily be made to a responsive and responsible firm whose Pre-Qualification Statement meets the requirements and criteria set forth in the Notice of Solicitation. A Notice of Intent to award, listing all contractors deemed to have met the Town's qualifications, shall be posted by the Town Clerk on the Town's website five business days prior to the Commission's award. All contractors affected by the proposed award of pre-qualified status may also be notified by the Town Clerk at the time of posting of the intended award, by enclosing a self-addressed, stamped envelope with their submitted Pre-Qualification Statements. The award shall be effective upon approval of the Town Commission.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels or tape.

Proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town reserves the right to accept or reject any and all Pre-Qualification Statements and to make award to the responsive and responsible contractor(s) whose qualifications meets the requirements and criteria set forth in the Request for Pre-qualification and whose award will, in the opinion of the Town, be in the best interest of and most advantageous to the Town.

---

Vivian Mendez Lemley, Town Clerk  
Town of Lake Park, FLORIDA

Published on: November 6, 2011  
Palm Beach Post

It is requested that all documents be submitted in triplicate, one original and two copies.

PROPOSER SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PRE-QUALIFICATION STATEMENT.

**CAUTION**

**Amendments to this Request for Pre-Qualification will be automatically sent only to those contractors who received this document from The Town of Lake Park Town Clerks Office.**

**The Town of Lake Park shall not be responsible for the completeness of any Request for Pre-Qualification packet not procured directly from The Town of Lake Park Town Clerks Office.**

**PRE-QUAL No. 105-2011**

TITLE: PRE-QUALIFICATION OF CONTRACTORS FOR TOWN-WIDE ROOF REPLACEMENT AND/OR REPAIR PROJECTS ON AN AS NEEDED BASIS

FINANCE DEPT. CONTACT: ANNE COSTELLO, FINANCE DIRECTOR      PHONE NO.: 561.881.3350  
FAX NO.: 561.881.3358      E-MAIL ADDRESS: acostello@lakeparkflorida.gov

All responses shall be received by December 6, 2011 and may be re-advertised at the Town's sole and absolute discretion.

SUBMIT QUALIFICATIONS TO: TOWN OF LAKE PARK TOWN CLERK, 2ND FLOOR TOWN HALL, 535 PARK AVENUE, LAKE PARK, FLORIDA 33403

Requests must be received, in a sealed envelope, no later than the time and date and at the location specified. It shall be the proposer's sole responsibility to ensure that their request reaches the specified place for receipt of requests. The Town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or Town employee to successfully deliver a request to the designated delivery location.

---

The Town may conduct a prequalification process in which the responsibility of potential contractor(s) is evaluated and may then limit acceptance of bids or proposals to those contractors deemed qualified in such process.

This Request for Pre-Qualification, General Conditions, Instructions for Proposers Special Conditions, Attachments, Amendments (if issued), and/or any other referenced document form a part of this Request for Pre-Qualification solicitation and response thereto, and by reference are made a part thereof. The selected awardee(s) shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the sole purpose and intent of this Request for Pre-Qualifications to select a sufficient number of Qualified Contractors to eventually provide the Town with competitive sealed bids for the approximately 65 square re-roof project located at 700 Sixth Street (PBSO Substation), Lake Park, Florida as well as written quotes for miscellaneous roof repairs on an as needed basis. The Pre-Qualified Contractor(s) selected are hereby placed on notice that acceptance of its Request for Pre-Qualification by the Town of Lake Park shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

---

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Proposer(s) are advised that this package constitutes a general set of terms and conditions, based on a project by project basis, which in addition to each individual project's specifications, along with the recommended quotation, forms the binding contract between the Town of Lake Park and the successful Pre-Qualified Contractor(s). Changes to this Request for Pre-Qualification may be made only by written amendment issued by the Town Finance Department. Proposer(s) are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Finance Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective proposer(s), prior to opening. Oral explanations or instructions given by any Town agent are not binding and should not be interpreted as altering any provision of this document. Proposer(s) certifies that this Request for Pre-Qualification is made without reliance on any oral representations made by the Town.

The obligations of the Town of Lake Park under this award are subject to the availability of funds lawfully appropriated for its purpose.

#### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer(s) shall in no way be a cause for relief from responsibility. The successful Pre-Qualified Contractor(s) shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Proposer(s) certifies that all products (materials, equipment, processes, or other items) supplied to the Town meet all ANSI, NFPA and all other Federal and State requirements. Proposer(s) further certifies that, if it is the successful Pre-Qualified Contractor(s), and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the Pre-Qualified Contractor(s).

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this Request for Pre-Qualification shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful Pre-Qualified Contractor(s) and the Town of Lake Park for any terms and conditions not specifically stated in the Request for Pre-Qualification.

- b. **WORK SITE SAFETY/SECURITY:** The successful Pre-Qualified Contractor(s) shall at all times guard against damage or loss to the property of the Town of Lake Park, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful Pre-Qualified Contractor(s) shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Town, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful Pre-Qualified Contractor(s) shall provide for the prompt removal of all debris from the Town of Lake Park property to an approved disposal facility. The Town of Lake Park may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Pre-Qualified Contractor(s) or their agents.
- c. **FEDERAL AND STATE TAX:** The Town is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful Pre-Qualified Contractor(s), upon request. Successful Pre-Qualified Contractor(s) are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor are successful Pre-Qualified Contractor(s) authorized to use the Town's Tax Exemption Number in securing such materials.

d. **SEC. 2-251. CONTRACT DOCUMENT:**

(a) General provisions. Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services.

(b) Signing of written agreement. The written agreement shall be signed by the Town Manager and/or the Mayor and the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the Town Manager.

e. **SEC. 2-253. - SUSPENSION AND DEBARMENT:**

(a) Authority. The Finance Director may suspend or debar for cause the right of a contractor to be included on a contractor list and any bid or response from that contractor rejected; provided, however, the Commission shall have the power to waive or lift such suspension or debarment.

(b) Suspension. A contractor may be suspended for a period not to exceed two years as determined by the Finance Director based upon the following:

(1) Contractor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the Town;

(2) Contractor commits any fraud or misrepresentation in connection with a bid, quotation proposal or contract with the Town;

(3) Contractor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(4) Contractor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town government contractor. If charges are dismissed or the contractor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the contractor to the Town;

(5) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Contractor commission or any act or omission to perform any act which is grounds for debarment;

(7) Contractor violates the ethical standards set forth in local, state, or federal law;

(8) Contractor fails to comply with the minority business enterprise participation or minority business enterprise requirements of an awarded contract; or

(9) Any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect responsibility of a business as a Town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(c) Debarment. A contractor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the contractor's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the contractor to the Town.

(d) Decision. After the Finance Director has determined there is cause to suspend or debar a contractor, the Finance Director shall notify the contractor in writing of the debarment or the period of suspension and the reasons for the action taken.

(e) Public entity crime. Any contractor who has been convicted of a public entity crime, as defined by Florida Statute (Section 287.133), shall not be able to transact business with the Town to the extent as specified in Florida Statute (Section 287.133(3)(a)).

(f) Finality of decision. The suspension or debarment shall be final and conclusive unless the suspended or debarred contractor initiates protest proceedings pursuant to Section 2-252 within 21 days after the date of notification.

- f. **APPLICATION FOR BUSINESS REGISTRATION RECEIPT, LAKE PARK CODE, CHAPTER 2, ARTICLE VI, SECTION 2-320 THROUGH 2-324:** Any person or entity which is engaged in a business, occupation, or profession who is required to pay a business registration fee to the Town shall submit a technically complete, witnessed and notarized application on a Town-generated application form to the Town's Finance Department, together with the applicable business registration fee prior to commencing any business activities or operations in the Town. As a prerequisite to obtaining a business registration receipt, the applicant shall present to the Town's Finance Department either:

- (1) A copy of the applicant's current certificate of good standing or fictitious name registration issued by the Division of Corporations of the Florida Department of State; or
- (2) A written and sworn statement, signed by the applicant, which sets forth the reasons why the applicant need not comply with the Fictitious Name Act; and
- (3) A copy of the applicant's then-current original business tax receipt issued by another municipality, county, or both.

The applicant may also be required to provide the Town with additional relevant information pertaining to the operations of the business, occupation, or profession to be registered, should the Town deem that additional information and/or data is required to make an informed determination on the disposition of the application. If the application is determined to be technically sufficient and complete and the applicable business registration fee is paid in full, the Town shall issue the applicant a business registration receipt issued in the name of the business, occupation, profession, or other form of business entity.

It is the responsibility of the successful Pre-Qualified Contractor(s) to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract.

Failure to meet this requirement shall be considered default of contract.

- g. **SEC. 2-255. EQUAL OPPORTUNITY/MINORITY AND WOMEN BUSINESS ENTERPRISE:**

(a) The Town shall use its best efforts to ensure that minority and women businesses shall have an equitable opportunity to participate in the Town's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the Town because of race, color, religion, natural origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

(b) This division shall be read consistently with the Florida Civil Rights Act, F.S. ch. 760, and shall not repeal existing or subsequently enacted Town minority/women business enterprise ordinances.

- h. **SEC. 2-256. CONFLICT OF INTEREST:**

(a) The standards of conflict for public offices, employees, government and attorneys as set forth in F.S. ch. 112.313 are hereby adopted and incorporated herein by reference as if fully set forth herein.

(b) The Finance Director, every member of the Finance Director's staff, and any employee of the Town engaged in the procurement of goods and/or services are prohibited from accepting or receiving any money, rebate, gift or anything of value or any promise of future reward or compensation, from any person, firm or corporation to which any purchase or contract may be awarded. This prohibition shall not apply to holiday gifts with a value of \$25.00 or less.

### **3. REQUEST FOR PRE-QUALIFICATION SUBMISSION**

- a. **QUALIFICATION OF CONTRACTOR(S):** Only responsive and responsible contractors, qualified to provide the goods and/or service specified herein shall be considered for inclusion to the pre-qualified list. The contractors may be asked to provide sufficient evidence to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The contractors should submit the following information with their Pre-Qualification Statement; however, if not included, it shall be the responsibility of the contractors to submit all evidence, as solicited, within a time frame specified by the Town (normally within two working days of request). Failure of contractors to provide the required information within the specified time frame is considered sufficient cause for rejection of their Pre-Qualification Statement.

- b. **SUBMISSION OF RESPONSES:** All Pre-Qualification Statements must be submitted on the provided Request for Pre-Qualification "Statement" Form. Pre-Qualification Statements on contractor

letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE PRE-QUALIFICATION STATEMENT FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE PRE-QUALIFICATION STATEMENT. Pre-Qualification Statements shall be submitted to the Town of Lake Park Town Clerk's Office by the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container, and bearing the Request for Pre-Qualification number.

- c. **CERTIFICATION, LICENSES AND PERMITS:** Respondent should include with its Pre- Qualification Statement a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the proposer(s) shown on the Pre-Qualification Statement response page. It shall also be the responsibility of the successful Pre-Qualified Contractor(s) to submit, prior to commencement of work, a business registration receipt and all permits required to complete this contractual service at no additional cost to the Town of Lake Park.
- d. **INSURANCE REQUIREMENTS:** The limits of liability for the insurance required shall provide coverage for not less than the following amounts:
- (a) Worker's Compensation:
- |                                    |                           |
|------------------------------------|---------------------------|
| 1. State                           | Statutory                 |
| 2. Employer's Liability Insurance: |                           |
| Bodily Injury by Accident -        | \$1,000,000 each accident |
| Bodily Injury by Disease -         | \$1,000,000 policy limit  |
| Bodily Injury by Disease -         | \$1,000,000 each employee |
- (b) Commercial General Liability:  
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)
- |   |              |
|---|--------------|
| 1. Bodily Injury and Property Damage, Combined Limit: |              |
| Each Occurrence                                       | \$1,000,000. |
| Annual Aggregate per policy                           | \$2,000,000. |
- (c) Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)
- |                     |              |
|---------------------|--------------|
| 1. Bodily Injury:   |              |
| Each Person         | \$1,000,000. |
| Each Accident       | \$1,000,000. |
| 2. Property Damage: |              |
| Each Occurrence     | \$1,000,000. |
- (d) Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following name: Owner - TOWN OF LAKE PARK  
535 PARK AVENUE  
LAKE PARK, FLORIDA 33403
- (e) Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to Town prior to any adverse change, cancellation or non-renewal of coverage there under.
- (f) It is the responsibility of the successful Pre-Qualified Contractors to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful Pre-Qualified Contractors shall agree that all insurance coverage required herein shall be provided by Pre-Qualified Contractors to the Town on a primary basis.
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with the Pre-Qualification Statement in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town of Lake Park.
- f. **MINORITY BUSINESS CERTIFICATION:** Pursuant to the provisions of Florida Statute (Section 288.703) provide proof that the business has been certified by the Department of Management Services to be a minority business enterprise.

#### 4. CONTRACT AWARD CRITERIA

##### a. COMPETITIVE SEALED BID PROCESS:

(a) *Threshold amount.* The threshold dollar amount established as policy by the Town Commission at and above which the competitive sealed bid process shall be used, except as otherwise provided herein shall be \$25,000.00.

(b) *Invitation for bids.* Shall include the specifications, scope of service, all terms and conditions applicable to the bid and shall set forth the evaluation criteria to be used to determine the award.

(c) *Publication of notice.* The Town may conduct a prequalification process in which the responsibility of potential contractors is evaluated and may then limit acceptance of bids or proposals to those contractors deemed qualified in such process. The invitation to bid shall be distributed to the Pre-Qualified Contractors for a period of time, as determined herein, prior to bid submittal deadline. The notice shall state the place, date, and time of bid opening.

(1) For bids estimated to be from \$25,000.00 or more and expected to be under \$200,000.00, the notice of the invitation to bid shall provide a minimum of 21 days for submission of bids.

(d) *Responsible bidder.* Factors to be considered in determining whether the standard of responsibility for bidders/proposers has been met include whether, in the Town's determination, a prospective contractor has:

(1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.

(2) A satisfactory record of performance on similar projects.

(3) A satisfactory record of integrity.

(4) Qualified legally to contract with the Town.

(e) *Responsive bidder.* A bid shall be considered responsive only if it conforms to the requirements of the invitation for bids concerning pricing, surety, insurance, specifications of the commodities or services requested, inclusion of required documents and signed forms and any other matter unequivocally stated in the invitation for bids.

(f) *Tie bids.* If two or more bidders are tied, the tie may be broken and the successful bidder selected by the following criteria presented in order of importance and consideration:

(1) Quality of the items or services bid if such quality is ascertainable.

(2) Delivery time if provided in the bid by the bidders.

(3) Certification of a "Drug-Free Workplace Program" which meets criteria established in F.S. ch. 287.087.

(4) Location of the contractor with the following award preferences:

i. A Town of Lake Park contractor.

ii. A Palm Beach County contractor.

iii. A Florida contractor.

iv. A minority business enterprise certified pursuant to the provisions of Florida Statute (Section 288.703), as amended from time to time.

(5) If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that bidder whose bid was received earliest in time by the Town as indicated by the time clock stamp impressed upon the bid envelope of each bidder.

(o) *Rejection or award of bids.*

(1) The Town reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and whose award will, in the opinion of the Town, be in the best interest of and most advantageous to the Town.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the Town's determination, a prospective contractor/contractor has:

a. Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

b. A satisfactory record of performance on similar projects;

c. A satisfactory record of integrity;

d. Qualified legally to contract with the Town; and

- e. Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, or organization papers required.

The prospective contractor/contractor shall supply information requested by the Town concerning the responsibility of such contractor/contractor. If such contractor/contractor fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the prospective contractor/contractor nonresponsive if such information is not submitted within the time specified by the Finance Director.

**b. OTHER PROCUREMENT METHODS FOR "AS NEEDED" WORK:**

(a) *Ten thousand dollars through \$24,999.99.* All purchases having a value between \$10,000.00 through \$24,999.99 must have at least three written quotes from contractors. The results should be summarized by the cost center procuring the commodity or service, and the purchase reviewed by the Finance Director, and approved by the Town Manager. Three quotes are not required in emergency situations or when involving single-source commodities, as determined by the Finance Director or Town Manager. All purchases with an estimated cost of \$10,000.00 or more shall require Town Commission approval.

(b) *Fifteen hundred dollars through \$9,999.99.* All purchases having a value of \$1,500.00 through \$9,999.99 must have at least three phone quotes documented by the procuring department. The documentation should include the contractor name, phone number, contact person, and quoted price. The Town Manager, Finance Director or the designee's assistant must approve all purchases between the amounts of \$1,500.00 and \$9,999.99. Appropriate quotes should be submitted to the Finance Department with the purchase requisition.

(c) *One cent through \$1,499.99.* All purchases having a value between \$0.01 and \$1,499.99 may be made using a field purchase order (FPO). It is the responsibility of the procuring department to ensure that items are obtained at a competitive price, and that the department has not exceeded the line-item budgetary appropriation for the items purchased. The procuring department shall not use field purchase orders to make more than one purchase of the same item within five business days if the total cost is more than \$1,499.99.

**c. TIME LIMIT FOR RETURNING QUOTATIONS**

(a) Pre-Qualified Contractors shall return their quotation no more than five (5) business days after the mandatory site inspection unless otherwise specified by the ordering department. Failure of the contractor(s) to submit the quotation within the required time specified will be considered a "NO QUOTE" and the Contractor(s) will not be eligible for consideration of award for that Project. In the best interest of the Town of Lake Park, the time limit requirement may be changed (in writing) in specific instances. Failure to respond to a requested Project quotation five (5) times consecutively may constitute a lack of interest and removal from the Pre-Qualification list unless requested in writing by Contractor to remain active or to be reinstated.

**5. CONTRACT ADMINISTRATION**

**a. TERMINATION FOR CONVENIENCE:** The Finance Director may, whenever the interests of the Town so require, terminate the contract/pre-qualification process, in whole or in part, for the convenience of the Town. The Finance Director shall give five (5) days prior written notice of termination to the successful Pre-Qualified Contractor(s).

**b. ACCEPTANCE/REJECTION OF REQUEST FOR PRE-QUALIFICATIONS:** The Town of Lake Park reserves the right to accept or to reject any or all Request for Pre-Qualifications. The Town of Lake Park also reserves the right to:

- (1) waive any non-substantive irregularities and technicalities
- (2) reject the Request for Pre-Qualification of any respondent who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by the Town or other governmental entity, or who is not in a position to perform properly under this award; and
- (3) inspect all facilities of bidders in order to make a determination as to its ability to perform

The Town of Lake Park reserves the right to reject any offer or bid if the prices are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the Town, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly

greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Finance Director, citing the basis for the determination.

- c. **TERM:** The terms and conditions of this solicitation shall remain in full force and effect and shall apply to all orders placed for all specified "roof replacement or repairs" for the Town of Lake Park. It shall continue indefinitely and re-qualifying and/or termination shall be at the sole discretion of Lake Park.
- d. **RENEWAL OPTION:** The successful Pre-Qualified Contractor(s) shall be pre-qualified for three years. If the Town finds the need to pre-qualify roofing contractors after three years, the previously successful contractor(s) shall be invited to pre-qualify again. Projects shall be subject to the appropriation of funds by the Town of Lake Park Commission.
- e. **TIME FOR COMPLETION/DELIVERY:** Contractor(s)/ acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

By submitting a response, contractor(s), if awarded work, agrees to begin work at the specified time frames as stated in their quote, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within the agreed time frame based on the Town's issuance of a "Notice to Proceed."

- f. **LEGAL EXPENSES:** The Town shall not be liable to a contractor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

## **SPECIAL CONDITIONS**

**1. ESTIMATED EXPENDITURES:** The anticipated funding during the initial 12 month period is \$90,000.00. The Town reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-advertise for the contracted services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**2. INSPECTION OF FACILITIES (MANDATORY):** Pre-Qualified Contractor(s) shall visually inspect each facility site where each "Project" is to be performed. The requesting department shall send each Pre-Qualified Contractor(s) a notice of the Project with the location and time of the site inspection and allow enough time to make arrangement to attend. **THE PRE-QUALIFIED CONTRACTOR'S FAILURE TO VISUALLY INSPECT THE FACILITIES SHALL RESULT IN THE PRE-QUALIFIED CONTRACTOR'S NOT BEING ELIGIBLE FOR CONSIDERATION OF AWARD OF THAT "PROJECT"**. Pre-Qualified Contractors are advised to make a thorough inspection of the extent of work. After the Project has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, Acts of God. Said change must be approved, in writing, by the Finance Director. Pre-Qualified Contractor(s) are reminded that statements and information provided at ALL meetings/inspections are not binding unless issued in writing as an amendment to the Project.

All Pre-Qualified Contractor(s) shall sign an attendance sheet. The attendance sheet will be collected after stated start time, local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory inspection of facilities and not allowed to submit a quote for that Project.

**3. PERFORMANCE DURING EMERGENCY:** By submitting a Pre-Qualification Statement, contractor(s) agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the Town shall be given "first priority" for all goods and services under this contract. Contractor(s) agrees to provide all goods and services to the Town throughout the emergency-disaster at the terms and conditions as provided in this solicitation and with a priority above, and a preference over, sales to the private sector. Contractor(s) shall furnish a 24-hour phone number to the Town in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the Pre-Qualified Contractor(s) subject to sanctions from further business with the Town.

**4. PRE-QUALIFICATION:** All contractors who are in the "Roofing Services" business and meet the terms and conditions of this solicitation are eligible, at any time, to be pre-qualified for their ability to perform contracts in accordance with this solicitation. Contractors/ who have been pre-qualified and no longer want to be solicited may

request, in writing, that their company be removed from the qualified contractor list. Request shall be submitted to Anne Costello, Finance Director, 535 Park Avenue, Lake Park, Florida, 33403. The Town of Lake Park reserves the right at its sole and absolute discretion to re-open the pre-qualification process at any time.

All contractors interested in pre-qualifying shall have an established business with sufficient personnel and expertise in the "Roofing Services" business to meet the requirements of this solicitation.

**5. OBSERVING THE PUBLISHED REQUEST FOR PRE-QUALIFICATION SUBMISSION TIME:** The published Request for Pre-Qualification submission time shall be observed for the initial Pre-Qualification of Contractor(s). It is the sole responsibility of the proposer(s) to ensure that their Pre-Qualification Statement arrives in the Town Clerk's office prior to the published Request for Pre-Qualification submission time. Pre-Qualification Statements by telephone, telegram, or facsimile shall not be accepted. Proposer(s) shall not be allowed to modify their Pre-Qualification Statements after the published Request for Pre-Qualification submission time.

**6. POSTING OF RECOMMENDATION FOR PRE-QUALIFIED CONTRACTORS:** A recommendation to award a Pre-Qualified status to a contractor will ordinarily be made to a responsive and responsible firm whose Pre-Qualification Statement meets the requirements and criteria set forth in the Notice of Solicitation. Notice of intent to award, listing all contractors deemed to have met the Town's qualifications, shall be posted by the Town Clerk on the Town's website five business days prior to the Commission award. All contractors affected by the proposed award of pre-qualified status may also be notified by the Town Clerk at the time of posting of the intended award, by enclosing a self-addressed, stamped envelope with their Pre-Qualification Statement. The award shall be effective upon approval of the Town Commission.

**THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**



1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation:
- 1.3.2 State of incorporation:
- 1.3.3 President's name:
- 1.3.4 Vice-president's name(s):

- 1.3.5 Secretary's name:
- 1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partnership(s):

1.5 If your organization is individually owned, answer the following:

- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## **2. LICENSING**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**3. EXPERIENCE**

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list at least five major roofing projects your organization has completed in the past five years that required a 20 Year, No Dollar Limit (NDL), Manufacturers Labor and Material Warranty, giving the name of project, owner's contact information, manufacturer, contract amount, date of completion and percentage of the cost of the work performed with your own forces. List jobs that required tapered insulation.

3.4.1 List five recent commercial projects that involved the placement of metal roofing and/or barrel or S tile, giving the name of the project, owner's contact information, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5 State average annual amount of roofing work performed during the past five years.

3.6 On a separate sheet, list the construction roofing experience and present commitments of the key individuals of your organization. Provide the names and years of experience of your job site foremen. List their experience in commercial flat deck/tapered roofs, metal roofing, and/or tile roofing. State which personnel would be available to work on the Town projects.

**4. REFERENCES**

4.1 Trade Reference (provide at least three)

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent

4.3.3 Bonding Capability (dollar amount)

4.4 Insurance:

4.4.1 Name of insurance company:

4.4.2 Name and address of agent

4.4.3 Limits of Liability Available

A. Worker's Compensation

- a. State
- b. Employer's Liability

B. Commercial General Liability

Bodily Injury and Property Damage, Combined Limit

- a. Each Occurrence
- b. Annual Aggregate per policy

C. Comprehensive Automobile Liability (owner – leased – non-owned & hired)

C.1 Bodily Injury:

- a. Each Person
- b. Each Accident

C.2 Property Damage:

- a. Each Occurrence

## 5. **PRODUCTS**

5.1 Manufacturers Providing 20 Year NDL Warranty Through Your Company (include name and address of local representative):

## 6. **FINANCING**

6.1 Financial Statement

6.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

6.1.2 Name and address of firm preparing attached financial statement, and date thereof:

6.1.3 Is the attached financial statement for the identical organization names on page one?

6.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

6.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**7. MINORITY AND WOMEN BUSINESS ENTERPRISE**

7.1 Is your organization a Minority and/or Women Business Enterprise (as defined by Florida Statute 287.09431)?

7.1.1 If so, provide proof of agency certification.

**8. DRUG FREE WORKPLACE**

8.1 Does your organization maintain a Drug Free Workplace?

8.1.1 If so, fully execute and submit the attached Certification of Drug Free Workplace Program form.



**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of \_\_\_\_\_, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
  
2. We inform employees about the dangers of drug abuse in the workplace, the company'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. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
  
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
  
5. We 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 convicted.
  
6. We 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.

\_\_\_\_\_  
Authorized Signature (Date)

\_\_\_\_\_  
Name & title (typed)