PUBLIC NOTICE
CITY OF OKEECHOBEE

REQUEST FOR PROPOSAL (RFP) NO. 2026-002
CHAMBER OF COMMERCE ROOF REPLACEMENT

MANDATORY PRE-SUBMITTAL MEETING: NOVEMBER 12, 2026, 10:00 AM EST
SUBMISSION DEADLINE: NOVEMBER 30, 2026, 3:00 PM EST

NOTICE IS HEREBY GIVEN that the City of Okeechobee, Florida ("City") is soliciting this **Request for Proposal** (**RFP**) for **Chamber of Commerce Roof Replacement** from one company best suited to remove existing roofing tiles and install new clay roofing tiles. Submittal information and response format shall be posted and accessible via the City's website: **https://www.cityofokeechobee.com/contracting-opportunities.html**. The RFP contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

Individuals or Firms desiring to respond to **RFP NO. 2026-002** for **Chamber of Commerce Roof Replacement** must provide submittals within a sealed envelope and contain one (1) original marked "**Original**," six (6) copies, each marked "**Copy**," and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested proposal information on or before **3:00 PM EST, Monday, November 30, 2026**. Submittals will be accepted by mail, overnight, or hand delivery to: **City of Okeechobee, City Hall, ATTN: General Services Director, 55 SE 3rd Avenue, Room 101, Okeechobee, FL 34974**. Mark the outside of the sealed envelope: "**RFP NO. 2026-002 Chamber of Commerce Roof Replacement**" along with the **submitter's name and address**.

Facsimile or emailed submittals will not be accepted. Submittals received after that date and time will not be accepted or considered and will be returned to the individual or firm unopened. Submittals will be opened at 3:00 PM EST on Monday, November 30, 2026, in the Council Chambers, Room 200, City Hall, and 55 SE 3rd Avenue, Okeechobee, FL 34974.

In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact the General Services Department at 863.763.9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

Any questions or clarifications concerning the RFP specifications must be submitted in writing to the General Services Director via email at gsdirector@cityofokeechobee.com **no later than 3:00 PM EST, Monday, November 16, 2026**. Any questions received by the General Services Director after the stated deadline will be disregarded. All questions received by the General Services Director prior to the stated deadline shall be answered via an Addendum to this RFP and posted on the City's website.

A **Mandatory Pre-Submittal Meeting** will be held at **10:00 AM EST**, **Thursday, November 12, 2026**, at the Chamber of Commerce located at 55 S Parrott Ave, Okeechobee, FL 34974. In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this submittal opening who needs a special accommodation should contact General Services Department at 863.763.9824 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

A proposed ranking will be submitted for consideration to the City Administrator who will make a recommendation to the City Council, tentatively scheduled for **Tuesday**, **December 15, 2026**, at **6:00 PM EST**, in the Council Chambers, at the address above, **Room 200**.

Date Issued: November 4, 2026.

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SECTION 1: SUBMITTAL INFORMATION AND TIMELINE

1.1 SUBMITTAL INSTRUCTIONS

Individuals or Firms desiring to respond to RFP No. 2026-002 for Chamber of Commerce Roof Replacement must provide submittals within a sealed envelope and contain one (1) original marked "Original," six (6) copies, each marked "Copy," and one (1) electronic copy on a flash drive, PDF format preferred, of their submittal, containing all the requested proposal information to the address below via overnight delivery, US Mail, or hand delivered to City of Okeechobee General Services Department 55 SE 3rd Avenue, Room 101, Okeechobee, FL 34974.

SUBMISSION DEADLINE: Monday, November 30, 2026, at 3:00 PM EST

Submittals received after the above noted date and time will not be opened or considered and will be returned to the company unopened.

The outside of the envelope/package containing the sealed response must be clearly marked as follows: "RFP No. 2026-002 Chamber of Commerce Roof Replacement" with the Submitting company name and return address.

All responses received by the deadline will be opened and recorded soon thereafter in the presence of one or more witnesses within the Council Chambers, at the address listed above, Room 200.

In compliance with the Americans with Disabilities Act (ADA) anyone desiring to attend this submittal opening who needs a special accommodation should contact the General Services Department at 863.763.9824 at least 48 hours in advance of the meeting excluding Saturday and Sunday.

1.2 MANDATORY PRE-SUBMITTAL MEETING

A Mandatory Pre-Submittal Meeting will be held on Thursday, November 12, 2026, at 10:00 AM EST at the **Chamber of Commerce located at 55 S Parrott Avenue, Okeechobee, FL 34974**.

1.3 QUESTIONS AND COMMUNICATIONS

Any questions or clarifications concerning the RFP specifications must be submitted in writing directly to: General Services Director, via email, gsdirector@cityofokeechobee.com no later than 3:00 PM EST, Monday, November 16, 2026, Any questions received by the General Services Director after the stated deadline will be disregarded. All questions received by the General Services Director prior to the stated deadline shall be answered via an Addendum to this RFP and posted to the City's website.

1.4 TIMELINE

The following is an anticipated timeline. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time
1	Advertisement/ Public Notice of RFP	11/04/2026	
2	Mandatory Pre-Submittal Meeting	11/12/2026	10:00 AM EST
3	Closing Date for Company Questions	11/16/2026	3:00 PM EST
4	Proposals Due/Submission Deadline	11/30/2026	3:00 PM EST
5	Evaluation Panel Meeting	12/02/2026	10:00 AM EST
6	Submitted to City Council to Approve AND Authorize City Administrator to Negotiate Contract	12/15/2026	6:00 PM EST
7	Negotiations	TBD	
8	Contract Awarded by City Council	TBD	

SECTION 2: SCOPE OF WORK

2.1 SCOPE OF WORK

Under the general supervision of the Public Works Director, the Company will remove existing roofing tiles and install new clay roofing tiles at the Chamber of Commerce located at 55 S Parrott Avenue, Okeechobee, FL 34974.

All services shall be performed and completed in compliance with Florida Law, Florida Building Code, the City of Okeechobee Charter and Code and all other applicable codes and standards governing the Services.

SECTION 3: GENERAL INFORMATION FOR PROPOSERS

3.1 CITY'S RESERVATION OF RIGHTS

The City reserves the right to award one or more contract(s) to the Company who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel this solicitation, in which case no award will be given. The City reserves the right to accept or reject any or all Responses based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Company, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The City also reserves the right to waive minor variations or irregularities in the Responses.

3.2 ADDENDA

If the City finds it necessary to add to or amend this RFP prior to the Response submission deadline, the City will issue written addenda/addendum and post this information to the

City's website: www.cityofokeechobee.com/contracting-opportunities.html. Each Company must acknowledge receipt of each addendum by signing Form 9 (Acknowledgement of Addenda) and providing it with their Response. Failure to acknowledge addenda/addendum may result in the proposal being determined to be non-responsive.

3.3 CERTIFICATION

The signer of the Response (to this RFP) must declare, by signing Form 3A or 3B, that the person(s), companies and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), companies and parties; that the Response is fair in all respects and is made in good faith without fraud.

3.4 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

3.5 RETENTION OF RESPONSES

The City reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Company is selected to perform the Services.

3.6 CITY AUTHORITY AND RIGHTS

Responses will be selected at the sole discretion of the City. The City reserves the right to waive any immaterial defects or irregularities in the Responses, to reject any or all Responses, reject a Response which is in any way incomplete or irregular, cancel, postpone, and re-solicit the entire solicitation or enter into agreements with more than one company. Responses received after the deadline provided for this RFP will not be considered. The City reserves the right to:

a. Accept the company that will, in the City's sole discretion, best serve the interests of and represent the best value to the City;
b. Reject any and all qualifications and seek new proposals when such a procedure is reasonably in the best interest of the City;
c. Investigate the financial capability, client references, integrity, experience, and quality of performance of each company, including officers, principals, senior management, and supervisors, as well as staff identified in the Response.
d. Investigate the company's qualifications or those of its agents, as it deems appropriate.
e. Conduct personal interviews of any or all companies prior to selection (the City shall not be

   liable for any costs incurred by the companies in connection with such interviews).
f. Waive any of the conditions or criteria set forth in this RFP.
g. Decide whether to select a company based on submission received in response to this RFP or whether to hold interviews with the companies the City deems best qualified for the Services.
h. The City is under no obligation to return the Proposals.

i. The City will not be liable for any costs incurred by a company in the preparation of the response to this RFP.
j. Each Response shall be prima facie evidence that the respective company has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed.
k. Company shall furnish the City with such additional information as the City may reasonably require; and
l. The City must be satisfied that the company demonstrates the ability to meet the requirements of this RFP.

3.7 RESPONSE/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any company in responding to this RFP, nor subsequent inquiries or presentations relating to its Responses.

3.8 PERMITS, TAXES, LICENSES

The company shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to the provision of the Services and the agreement.

3.9 COMPLIANCE WITH LAWS, ORDINANCES

The company shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the Services and the agreement. Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Okeechobee County and the Charter and Code of the City of Okeechobee in the preparation and submittal of a Response to this RFP and in the performance of the Services and any agreement awarded as a result of this RFP. Specific reference is made to the Local Vendor Preference Section 2-290 of the City Code, which allows a five percent (5%) or $25,000.00, whichever is less, on purchases in excess of $25,0000.00 to qualified City and/or County businesses.

3.10 TERMS OF ENGAGEMENT

The Terms of the Agreement will be negotiated upon selection of the company.

3.11 HOLD HARMLESS AND INDEMNIFICATION

All Companies should hold the City, its officials, and its employees harmless and covenant not to sue the City, its officials, and its employees in reference to the City's decision to reject, award, or not award an RFP, as applicable. Additionally, the selected company shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the company's performance of its Services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the City), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected company, agents, servants, or employees. The selected company shall indemnify, defend, and hold harmless the City and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of

or resulting from the performance of the Services described in the RFP, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected company, anyone directly or indirectly employed by company, or anyone for whose acts company may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

3.12 INSURANCE REQUIREMENTS

Company shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers, naming the City as additional insured.

Any insurance maintained by the City shall be in excess of the company's insurance and shall not contribute to the company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of company's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than thirty (30) day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory, and the company shall provide a waiver of subrogation for the benefit of the City.

The company shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each:
- Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, sub company or agent of the company shall be allowed to provide Services pursuant to this **RFP** who is not covered by Worker's Compensation insurance.
- Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

3.13 LITIGATION STATEMENT

Company must complete and submit Form 8, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against company's firm in the last three (3) years should be included in the Response. If an action has been filed against the company's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the company's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving company or any Key Staff members within the last five (5) years.

3.14 RESPONSE EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

	Category	Maximum Points
1.	**Prior Experience with Tile Roofs**	30 Points
2.	**Qualifications**	30 Points
3.	**Price**	40 Points
	TOTAL	**100 Points**

3.15 PROCESS OF EVALUATION AND SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The City Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFP have been met. The City Administrator or designee may reject those Responses that do not meet the minimum requirements of the RFP.

The City Administrator will appoint an Evaluation Panel to review and evaluate the Responses. The highest ranked three (3) Respondents will be short-listed on the basis of the Responses by the Evaluation Panel and, at City's discretion, but under no obligation, may be called for oral presentations before the Evaluation Panel regarding their Responses, approach to the Services, and ability to furnish the required Services. If oral presentations are to be made, all companies and sub companies in their teams shall be present at the assigned time for a 10-minute presentation followed by up to a 5-minute question-and-answer session. The companies are encouraged to be represented only by the Project Administrator and the key staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed companies. The Evaluation Panel shall assess the Responses and provide its recommendations to the City Administrator. After shortlisting the top three (3) Responses deemed qualified by the Evaluation Panel, the City Administrator will present a recommendation to the City Council. The City Council may select a company that it determines is the most qualified and authorize the City Administrator to proceed with negotiations and execute a professional services agreement with the selected company. The City Council shall have the final authority to select the company to proceed with negotiations.

The City reserves the right to reject any or all Responses, reject a Response, which is incomplete, or irregular, re-advertise the entire solicitation or enter into agreements with more than one respondent.

3.16 PROCESS OF NEGOTIATION

The City Administrator or designee(s) shall negotiate an agreement and compensation with the selected company that the City Administrator, in their sole discretion, determines is fair, competitive, and reasonable. Should the City Administrator be unable to negotiate a satisfactory agreement with the selected company at a fee or price the City Administrator determines to be fair, competitive, and reasonable, negotiations with that company may be terminated. The City Administrator or designee(s) shall then undertake negotiations with the next highest-ranked company, and, if negotiations are terminated, shall continue to each next highest-ranked company until a satisfactory agreement may be negotiated. Any award shall be made by the City Council and subject to the execution of an agreement in form and substance approved by the City Attorney. Notwithstanding the foregoing, the City maintains the right to reject all Responses submitted if so desired.

SECTION 4:
BONDING REQUIREMENTS

4.1 BID BOND

A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, but **not less than five percent (5%) of the total Bid,** made payable to the City of Okeechobee, Okeechobee, Florida, or Bid bond in such amount, shall accompany each Bid of $200,000.00 or more as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to, or fail to, enter into a contract for the execution of the work embraced in this Bid, in the event the Bid of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

As soon as a satisfactory contract has been executed and bonds furnished and accepted, the check or bond accompanying the Bid of the successful Bidder will be returned. The City will return the certified or other checks or Bid bonds of the unsuccessful Bidders to them only upon acceptance of the Bid of the successful Bidder and formal award of the contract by the City of Okeechobee City Council.

4.2 PAYMENT AND PERFORMANCE BOND

The successful Bidder shall furnish a bond written by a Corporate Surety Company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the

due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or its Subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or its Subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under law. This bond shall be provided to the City within ten (10) days of notification of Bid award.

The Contractor is required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor. A bond written by a Surety, which becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to twenty five percent (25%) of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City.

EXHIBITS

FORM 1
PROPOSER CHECKLIST

_____Form 1 Proposer Checklist

_____Form 2 Proposer Information Form

_____ Form 3 Certificate of Authority (Complete Form 3A or 3B as applicable)
3A Certificate of Authority (for Corporations or Partnerships)
3B Certificate of Authority (for Individuals)

_____Form 4 Proposal Form and Price Schedule

_____Form 5 Qualifications and Questionnaire **with Attachments**

_____Form 6 Bid Bond

_____Form 7 Performance Bond

_____Form 8 Dispute Disclosure

_____Form 9 Acknowledgement of Addenda

_____Form 10 Local Vendor Preference Eligibility Form

_____Form 11 Single Execution Affidavits

- _____ Americans with Disabilities Act Compliance Affidavit
- _____ Public Entity Crimes Affidavit
- _____ No Conflict of Interest or Contingent Fee Affidavit
- _____ Business Entity Affidavit
- _____ Anti-Collusion Affidavit
- _____ Scrutinized Company Certification
- _____ Immigration Law Certification
- _____ Drug-Free Workplace Certification
- _____ Affidavit Of Non-Coercion for Labor and Services (F.S. §787.06(13))
- _____ E-Verify
- _____ Acknowledgement, Warranty and Acceptance

FORM 2
PROPOSER INFORMATION

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Company's firm. Please print the following and sign your name:

PROPOSER NAME: _____

CONTACT NAME: _____ TITLE: _____

PRINCIPAL BUSINESS ADDRESS: _____

OFFICE PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

FEDERAL I.D. NO.: _____

BUSINESS TAX RECEIPT / OCCUPATIONAL LICENSE NO: _____

_____ _____
PRINTED NAME AUTHORIZED SIGNATURE

FORM 3A
CERTIFICATE OF AUTHORITY

(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____, a business existing under the Laws of the State of _____, (the "Entity") held on ____, 20__, the following resolution was duly passed and adopted:

"RESOLVED, that,_____, as of the Entity, be and is hereby authorized to execute this Response dated _____ on behalf of the Entity and submit this Response to the City of Okeechobee, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the entity this_____day of_____, 20_____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □online notarization, this _____ day of _____, 20___, by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public Signature

Commission No. _____

FORM 3B
CERTIFICATE OF AUTHORITY

(if Individual)

I,_____("Affiant") being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of:
_____ DBA_____, the Company that has submitted the attached Response.

2. I am fully informed of respecting the preparation and contents of the attached Response and all of the pertinent circumstances respecting such Response.

3. I am authorized to execute the Response_____, dated _____ and submit this Response to the City of Okeechobee, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

_____
Signature

_____
Printed Name and Title

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this_____day of_____, 20_____, by _____who is personally known to me or produced _____ as identification.

_____
Notary Public Signature

Commission No. _____

FORM 4
PROPOSAL FORM AND PRICE SCHEDULE

_____
Proposer's Company Name

City Council
City of Okeechobee
55 S.E. 3rd Avenue
Okeechobee, FL 34974

I have received the documents titled, **CHAMBER OF COMMERCE ROOF REPLACEMENT Project No. RFP 2026-002**. I have also received addendum number ___ through ____ and have included these provisions in my Bid. I have examined both the Bid documents and the construction site and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the City of Okeechobee and accepted Bidder, including receipt of the Bid Bond, if bid is $200,000.00 or more, or until ninety (90) days after Bids are opened, whichever is longer.

2. Regarding the Disposition of Bid Security: to accept the provisions of the Instructions to the Bidders.

3. To enter into and execute a Contract on the basis of this Bid and to furnish a 100 percent (100%) Payment and Performance Bond, if bid is $200,000.00 or more, as to guarantee my workmanship and materials to be free from construction defects for a period of not less than one (1) year, if this Bid is accepted.

4. To accomplish the work included in, and in accordance with the Contract Documents, if this Bid is accepted.

5. To start work within sixty (60) calendar days from the date of the Notice to Proceed and thereafter to complete the work within sixty (60) calendar days, unless the time is modified by provisions of the contract, if this Bid is accepted.

6. Regarding Compensation for the proposed work: if this Bid is accepted, I will construct this project on a unit price basis as reflected in the Price Schedule incorporated herein.

PRICE SCHEDULE

RFP 2026-002
CHAMBER OF COMMERCE ROOF REPLACEMENT

ITEM NO.	DESCRIPTION	PRICE
1	Remove existing roofing tiles and install new clay roofing tiles.	

ATTACH A COPY OF YOUR COMPANY'S DETAILED PROPOSAL ALONG WITH THIS PRICE SCHEDULE.

NOTE: Contractor should field verify the actual site conditions prior to time of bidding and before submitting the Bid proposal. The Contractor should read the special conditions and the requirements for insurance before submitting a Bid proposal. The Contractor should verify the quantities to be included in the construction contract. The Contractor shall furnish the City of Okeechobee with a Payment and Performance Bond in 100 percent (100%) of the total estimated amount of the contract, if bid is $200,000.00 or more. The Payment and Performance Bond shall continue in effect for one (1) year after completion and acceptance of the work as guarantee against construction defects. The Contractor in his Bid shall include the cost of said bond.

I have attached the required five percent (5%) Bid Security to this Bid, if bid is $200,000.00 or more.

_____
Company Name

_____
Address

_____
Address

_____
Printed Name/Title

_____
Signature

_____
Date

FORM 5
QUALIFICATION QUESTIONNAIRE

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

1. How many years has your organization been in business? _____

   Employee Information: Number of field employees _____

   Number of managerial/admin employees_____

2. How many tile roof projects have you completed?

   _____

   _____

   _____

3. Have you ever failed to complete work awarded to you? If so, where and why?

   _____

   _____

   _____

4. The following are named as three (3) Corporations or Individuals for which you have performed work and to which you refer.

   Company Name Contact Name and Phone Number

   _____

   _____

   _____

5. Have you personally inspected the proposed work and have you a complete plan or schedule for its performance?

   _____

   _____

   _____

6. Will you sublet part of this work? If so, give details.

   _____

   _____

   _____

7. What equipment do you own that is available for the work?

   _____

   _____

8. What equipment will you purchase for the proposed work?

_____

_____

_____

9. What equipment will you rent for the proposed work?

_____

_____

_____

10. The following is given as a summary of the financial statement of the undersigned: (List assets and liabilities and insert sheets if necessary.)

_____

_____

_____

11. **ATTACH**: A copy of your certificate of insurance.

12. **ATTACH**: Copies of State Certifications, State Registrations, Licenses, County/City Certificates and/or Registrations. **Possession of either a State Certification or County Competency card must be attained prior to submittal.**

13. State the true, exact, correct, and complete name of the Partnership, Corporation, or trade name under which you do business. (If Corporation, state the name of the President and Secretary. If a Partnership, state the name of all Partners. If a trade name, state the name of the Individuals who do business under the trade name).

_____

(COMPANY NAME)

(a.) The business is a _____

(b.) The address of the principal place of business is:

_____

_____

_____

(c.) The names of the Corporate Officers, Partners, or Individuals doing business under a trade name are as follows:

_____

_____

_____

FORM 6
BID BOND

KNOW ALL MEN THESE PRESENTS, that we _____ as Principal, and as surety, are firmly bound unto the City Council, City of Okeechobee, Florida, hereinafter called the Owner in the sum of _____ dollars ($_____) being five percent (5%) of the attached maximum Bid amount of _____ _____ dollars ($_____) the payment of which sum well and truly to be made, the said Principal and the said surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid for **CHAMBER OF COMMERCE ROOF REPLACEMENT Project No. RFP 2026-002** based on the contract documents prepared by the General Services Department.

NOW, THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a contract with the owner in accordance with the terms of such Bid, and give such one hundred percent (100%) Bond as specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event the Principal fails to enter such contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not exceeding the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20___.

FOR CORPORATE BIDDERS:

_____
(Principal) (Seal)

By _____

Title _____

WITNESS:

Surety _____

_____

By _____
(Seal)

_____

Typed Name _____

Address _____

_____

_____

FOR NON-CORPORATE BIDDERS:

_____
(Principal) (Seal)

By _____

Title _____

WITNESS:

Surety _____

_____

By _____
(Seal)

_____

Typed Name _____

Address _____

_____

_____

FORM 7
PERFORMANCE BOND

RFP 2026-002
CHAMBER OF COMMERCE ROOF REPLACEMENT

Bond No:_____

Know all men by these presents that:

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____

_____

hereinafter called Surety, are held and firmly bound unto:

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ dollars, ($ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the principal entered into a certain contract with the owner, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof, _____ date(s) to be filled in by owner.
This bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended.

The surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

Now, therefore, the condition of this obligation is such that if principal:

4. Promptly and faithfully performs it's duties, all the covenants, terms, conditions, and agreements of said contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion and acceptance of the work performed under said agreement, and

5. Pays owner all losses, damages (liquidated or actual), expenses, costs and attorney's fees including costs and attorney's fees on appeal that owner sustains resulting directly or indirectly from any breach or default by principal under the contract, and

6. Satisfies all claims and demands incurred under the contract, and fully indemnifies and holds harmless the owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the principal shall fail to perform any of the terms, covenants, and conditions of the contract during the period in which this performance bond is in effect, the surety shall remain liable to the owner for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the penal sum.

In the event that the surety fails to fulfill its obligations under this performance bond, then the surety shall also indemnify and hold the owner harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this performance bond.

The surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon owner's pursuit of its remedies against principal, and shall remain in full force and effect notwithstanding (i) amendments or modification to the contract entered into by owner and principal without the surety's knowledge or consent, (ii) waivers of compliance with or any default under the contract granted by owner to principal without the surety's knowledge or consent, or (iii) the discharge of principal from its obligations under the contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of principal or its estate as a result of any such proceeding.

Any changes in or under the contract documents (which include the plans, drawings, and specifications), and compliance or noncompliance with any formalities connected with the contract or the changes therein shall not affect surety's obligations under this bond, and surety hereby waives notice of any such changes.

Further, principal and surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of _____, 20__.

ATTEST:

_____
Principal Secretary

_____
Name

(Corporate Seal)

_____
Witness as to principal

_____
Principal

By_____

Name_____

Title_____

_____
Address

_____

ATTEST:

_____
Surety Secretary

_____
Name

(Corporate Seal)

_____
Surety

By_____

Attorney-in-Fact

_____
Name

_____
Address

_____

_____
Witness as to Surety

Note: Date of bond must not be prior to date of contract. If Contractor is a Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located, unless otherwise specifically approved in writing by the City.

Attach: A certified copy of Power of Attorney appointing Individual Attorney-in-Fact for execution of performance bond of behalf of surety.

(The performance bond and the payment bond and the covered amounts of each are separate and distinct from each other.)

FORM 8
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your company, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES NO

2. Has your company, or any member of your company, been declared in default, terminated or removed from a contract or job related to the services your company provides in the regular course of business within the last five (5) years?

YES NO

3. Has your company had any claim against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your company provides in the regular course of business?

YES NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Response or Bid for the City of Okeechobee.

Company: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 9

ACKNOWLEDGEMENT OF ADDENDA

I have carefully examined this Request for Bids (BID)/Request for Proposals (**RFP**)/ Request for Qualifications (RFQ), which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

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

I hereby propose providing the services requested in the City's BID/**RFP**/RFQ and, if awarded, to enter into the attached draft contract. I agree that the terms and conditions of the City's BID/**RFP**/RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the BID/**RFP**/RFQ, unless a properly completed Exceptions to BID/**RFP**/RFQ form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my 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 is made without prior understanding, agreement, connection, discussion or collusion with any other person, Company or Corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Bidder or anyone on its behalf to gain favorable treatment concerning this procurement; no City Council member, employee or agent of City of Okeechobee or of any other Company is interested in said Proposal; and that the undersigned executed this Acknowledgement of Addenda with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____
Name of Business	Mailing Address
	_____
	City, State & Zip Code
_____	_____
Authorized Signature	Telephone Number/Fax Number
_____	_____
Name & Title, Typed	Email Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this____day of_____, 20___, by_____,who is personally known to me or produced_____as identification.

_____
Notary Public Signature
Commission No. _____

FORM 10
LOCAL VENDOR PREFERENCE ELIGIBILITY FORM

Local vendor preference is determined per City Code, Section 2-290 – Local vendor preference. City of Okeechobee reserves the right to request further proof of documentation of any certification or claim contained herein.

Section 1 – Vendor Information

- Business Name: _____
- Owner/Authorized Representative: _____
- Business Address: _____
- City, State, ZIP: _____
- Phone: _____ Email: _____
- Website (if applicable): _____

Section 2 – Local Business Qualification

To qualify for local vendor preference, you must meet **all** of the following:

1. Business has a physical office located within City of Okeechobee/Okeechobee County limits.
2. Business pays applicable local business taxes.

Please check all that apply:

☐ Physical office in City of Okeechobee or Okeechobee County

☐ Active local business tax receipt attached

☐ Proof of latest paid property taxes for business location

Section 3 – Certification

I certify that the information provided is true and correct. I understand that falsification or misrepresentation may result in disqualification from the bidding process and possible legal action.

Signature: _____

Printed Name: _____

Title: _____

FORM 11
SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE COMPANY AND NOTARIZED. IN THE EVENT THE COMPANY CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE COMPANY IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A RESPONSE.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF OKEECHOBEE AND ARE STATEMENTS MADE:

By: _____

For (Name of Company): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____

List of Affidavits:

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- No Conflict of Interest or Contingent Fee Affidavit
- Business Entity Affidavit
- Anti-Collusion Affidavit
- Scrutinized Company Certification
- Immigration Law Certification
- Drug-Free Workplace Certification
- Affidavit of Non-Coercion for Labor and Services (F.S. 787.06(13))
- E-Verity
- Acknowledgement, Warranty and Acceptance

Sworn Signature of Company Representative and Notarization for all Affidavits follows below.

By:_____ Date: _____
Signature of Authorized Officer

_____
Printed Name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this_____day of_____, 20_____, by _____ who is personally known to me or produced _____as identification.

_____
Notary Public Signature
Commission No._____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcompany, or third party company under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____

Signature

Public Entity Crimes Affidavit

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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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.

I understand that an "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 officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters 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.

I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 into 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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad 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, members, or agents who are active in the 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.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings 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 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it 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 of any change in the information contained in this form.

_____

Signature

No Conflict of Interest or Contingent Fee Affidavit

Company warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Company also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the City of Okeechobee conflict of interest or code of ethics ordinances or State Law. Further, Company acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Company should the Company be selected for the performance of this contract.

_____

Signature

Business Entity Affidavit

Company hereby recognizes and certifies that no elected official, board member, or employee of the City of Okeechobee (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Company or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Company. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Company recognizes that with respect to this transaction or bid, if any Company violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of and as applicable to City, or the provisions of Chapter 112, part III, F.S., the Code of Ethics for Public Officers and Employees, such Company may be disqualified from furnishing the goods or services for which the bid or response is submitted and may be further disqualified from submitting any future bids or responses for goods or services to City.

_____

Signature

Anti-Collusion Affidavit

1. Company has personal knowledge of the matters set forth in its Response/Bid and is fully informed respecting the preparation and contents of the attached Response/Bid and all pertinent circumstances respecting the Response/Bid;

2. The Response/Bid is genuine and is not a collusive or sham Response/Bid; and

3. Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Company, firm, or person to submit a collusive or sham Response/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company or person to fix the price or prices in the attached Response/Bid or of any other company, or to fix any overhead, profit, or cost element of the Response/Bid price or the Response/Bid price of any other company, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Okeechobee or any person interested in the proposed Contract.

_____

Signature

Scrutinized Company Certification

1. Company certifies that it and its sub companies are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this **RFP** at its sole option if the Company or its sub companies are found to have submitted a false certification; or if the company, or its sub companies are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

2. If the Agreement that may result from this **RFP** is for more than one million dollars, the Company certifies that it and its sub companies are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this **RFP** at its sole option if the Company, its affiliates, or its sub companies are found to have submitted a false certification; or if the Company, its affiliates, or its sub companies are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this **RFP**. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____

Signature

Immigration Law Certification

City of Okeechobee will not intentionally award City contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

City of Okeechobee may consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by City of Okeechobee.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

_____

Signature

Drug-Free Workplace Certification

Company certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

_____

Signature

Affidavit Of Non-Coercion for Labor and Services
(Florida Statutes Section 787.06(13))

That to the best of Affiant's knowledge, the Entity does not engage in any of the following activities as part of its employment practices:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance to any person for the purpose of exploitation of that person.
8. That this Affidavit is being given to evidence compliance with the law.

_____

Signature

E-VERIFY

A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Sec. 448.095 (5)(a), Florida Statutes. Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien";
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.

That this Affidavit is being given to evidence compliance with the law.

_____
Signature

Acknowledgment, Warranty, and Acceptance

1. Company warrants that it is willing and able to comply with all applicable state of Florida laws, rules, and regulations.

2. Company warrants that it has read, understands, and is willing to comply with all requirements and any addendum/addenda related thereto.

3. Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Administrator, as applicable.

4. Company warrants that all information provided by it in connection with this Response is true and accurate.

_____
Signature