



City of Key West
ITB 24-006
HMGP-4337-441-R
Wind Hardening of Fire Station No. 1

Darryl Rosenbaum, President of Bigfoot Construction Inc.
9627 S Dixie Hwy. Suite 100, Pinecrest, FL 33156
305.790.1722
Admin@BFCMiami.com

Bigfoot Construction Inc.
Unique Entity ID: CJRUHE7HLHU4
CAGE/NCAGE: 94VC2
DUNS: 040635439

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **WIND HARDENING FOR FIRE STATION No. 1**
Project No.: ITB #24-006

Bidder's person to contact for additional information on this Bid:

Company Name: Bigfoot Construction Inc.

Contact Name & Telephone #: Darryl Rosenbaum 305-790-1722

Email Address: admin@bfcmiami.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/ she has carefully examined the Contract Documents, that he/ she has personally inspected the Project, that he/ she has satisfied himself/ herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

GENERAL INSURANCE REQUIREMENTS

During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described in the General and Supplemental Conditions of the Contract.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **three hundred thirty (330) calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$500.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he/ she has received Addenda No's, 1, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his/ her Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on a lump sum basis by location and with one lump sum price for all locations. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

The General Allowance is only to be used with Owners written permission via authorized change order for unforeseen conditions.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following individual lump sum amounts. The Bidder agrees that the lump sum pricing includes all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

* * * * *

BID SCHEDULE

LUMP SUM BID

Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Prices for the various work line items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values is not included in the Bid package.

1. <u>Mobilization, General/Supp Conditions and Demobilization</u> (10% of Construction Cost Max.)	\$ <u>107,312.90</u>
2. <u>Payment and Performance Bonds</u>	\$ <u>31,256.19</u>
3. <u>Permit Fees Allowance (to be paid at cost)</u>	\$ <u>75,0000 Allowance</u>
4. Fire Station No. 1 Hardening (Includes all labor, equipment, & materials for a complete project)	\$ <u>934,559.91</u>
TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:	
A. Total of lump sum items 1 – 4	\$ <u>1,148,129.00</u>

One Million One Hundred Forty-Eight Thousand One hundred and Twenty-Nine Dollars & zero Cents
(amount written in words)

NOTE: BIDDERS ARE REQUIRED TO COMPLETE THIS FORM AS PART OF THEIR OVERALL BID SUBMITTAL

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATIVES WILL BE A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. An Add/Deduct Alternate Item #1 Provide Manmade Marble windowsills in lieu of base bid wood windowsills as specified on sheet A 3.1.

\$ 5,000.00

2. An Add/Deduct Alternate Item #2 Provide window type C and D (fixed glass side panels with sliding center window) with bullet proof glazing in lieu of the base bid large and small missile impact glazing as specified on sheet A 3.1.

\$ 150,000.00

3. An Add/Deduct Alternate Item #3 Provide all windows as a fixed storefront assembly such as YKK, YHS 50 FS or equal; except the sliding portion of windows type C and D. Provide an accessory, frame flange, and maintain the balance of the interior and exterior installation details. All assemblies must provide N.O.A. Compliance window with wind load as specified on sheet A 3.1.

\$ N/A

4. An Add/Deduct Alternate Item #4 Provide a change the basis of design quality for all window types to CGI Estate Series or equal. Glazing shall remain as specified Section 08100.2.3 as specified on sheet A 3.1.

\$ 200,000.00

5. An Add/Deduct Alternative Item #5 Provide all roll up doors N.O.A.#19-0311.03 (Model #510-100, +100psf/-100psf) Galvanized finish with 18-gauge flat door slats with 1 H.P. motor minimum for all doors, this is a change as specified on sheet A 3.3.

\$ N/A

6. An Add/Deduct Alternative Item #6 Provide all roll up doors to use 304 series stainless steel flat door slats. 1 H.P. motor minimum for all doors, this is a change as specified on sheet A 3.3.

\$ 150,000.00

(continued next page)

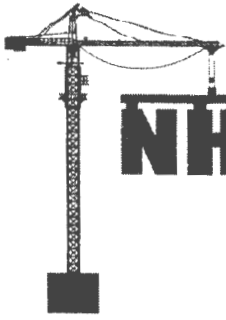
ALTERNATES BID SCHEDULE

7. An Add/Deduct Alternative Item #7 Provide a price for design and installation a lighting Protection system. Contractor to have a Florida Registered Engineer sign and seal drawings of the complete system to submit to building department for permit and construction on Sheet A1.1.

\$ N/A

8. An Add/Deduct Alternative Item #8 Delete all flood panels as specified on sheet A 1.0.

\$ N/A



NHC

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



January 2, 2024

Re: Bigfoot Construction Inc.
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Bigfoot Construction, Inc. Their Surety is Great American Insurance Company which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

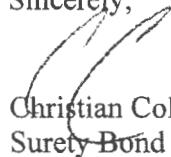
Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$1,500,000 for a single bond and \$3,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Bigfoot Construction, Inc is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,



Christian Collins
Surety Bond Specialist

220 Congress Park Drive

Suite 100

Delray Beach, FL 33445

P: 561.454.8210

F: 561.455.4787

W: nielsonbonds.com



9627 South Dixie Hwy. Ste 100
Pinecrest, FL 33156
305.407.5810
Admin@BFCMiami.com

City of Key West
1300 White Street
Key West, FL 33040

February 27, 2024

Re: (ITB) No. CN-24-006 HMGP 4337-441-R Wind Hardening for Fire Station No. 1

Subject: Bondability of Bigfoot Construction Inc. and Project Structure Adjustment

To Whom it May Concern:

I trust this letter finds you well. It is our pleasure to express our commitment to the successful execution of the upcoming project with Bigfoot Construction Inc. As part of our continued dedication to transparency and adherence to industry standards, we would like to discuss an adjustment to the project structure in order to comply with bonding requirements.

Bigfoot Construction Inc. is proud to be a bondable entity, ensuring financial security and project completion. However, in order to align with bonding obligations and enhance project control, we propose breaking down the project into three separate contracts. This adjustment will have several benefits:

Enhanced Bonding Capacity: Breaking down the project allows us to optimize our bonding capacity, ensuring that each contract remains within acceptable limits and providing added financial security.

Project Control and Monitoring: By structuring the project into three separate contracts, we can implement more effective control and monitoring mechanisms, resulting in improved project management and oversight.

Risk Mitigation: This approach allows us to mitigate potential risks more efficiently. Each contract can be managed independently, reducing the impact of unforeseen challenges on the overall project.

Flexibility in Funding: The segmented structure facilitates a more flexible funding approach, enabling us to allocate resources strategically based on the unique requirements of each contract phase.

We believe that this adjustment will contribute to the overall success of the project and ensure a seamless construction process. Our team is fully prepared to discuss this proposal in further detail, addressing any concerns or questions you may have.

We understand the importance of a well-structured project, and we are committed to working collaboratively to meet and exceed your expectations. We look forward to the opportunity to discuss this proposal with you at your earliest convenience.

Thank you for your understanding and cooperation.

Sincerely,

Darryl Rosenbaum

Darryl Rosenbaum

President of Bigfoot Construction Inc.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/ her (its) hand this _____ day of _____ 2023.

Signature of Bidder

Title _____

If Corporation


IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 27 day of February 2023.

(SEAL)

Bigfoot Construction Inc.
Name of Corporation

By Darryl Rosenbaum

Title Darryl Rosenbaum - President

Attest  Yudelka Perez
Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Bigfoot Construction Inc. *Darryl Rosenbaum*
Darryl Rosenbaum - President

Sworn and subscribed before me this 27 day of February 2024

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 03/26/2027

* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for Wind Hardening For Fire Station No. 1

2. This sworn statement is submitted by Bigfoot Construction Inc
(name of entity submitting sworn statement)

whose business address is 9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4728478

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

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

5. 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. 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 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 into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Darryl Rosenbaum
(signature)

02/27/2024
(date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Darryl Rosenbaum who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 27 day of February, 2024

My commission expires: 03/26/2027



[Signature]
NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by him/ her in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$2 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: 9627 S Dixie Hwy Ste 100 Pinecrest, FL 33156

SEAL:

Address

Darryl Rosenbaum

Signature

Darryl Rosenbaum

Print Name

President

Title

DATE:

02/27/2024

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Bigfoot Construction Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: Darryl Rosenbaum - Darryl Rosenbaum - President

Sworn and subscribed before me this, 27 day of February 2024



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 03/26/2027



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
 SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: Darryl Rosenbaum
Darryl Rosenbaum
President

Sworn and subscribed before me this,

27 day of February, 2024.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 03/26/2027



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Bigfoot Construction Inc.</u>		
Vendor FEIN: <u>81-4728478</u>		
Vendor's Authorized Representative Name and Title: <u>Darryl Rosenbaum - President</u>		
Address: <u>9627 S Dixie Hwy Ste 100</u>		
City: <u>Pinecrest</u>	State: <u>FL</u>	Zip: <u>33156</u>
Phone Number: <u>305-407-5810</u>		
Email Address: <u>admin@bfcmiami.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Darryl Rosenbaum - President</u>
<i>Print Name</i> <i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: <u>Darryl Rosenbaum</u>



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

Pre-Bid Meeting Questions with Addendum #1

ITB 24-006

This addendum is issued as supplemental information to the Invitation to Bid package for clarification of certain matters of both a general and technical nature. The referenced Invitation to Bid package is hereby amended in accordance with the following items.

Pre-Bid Meeting:

Glynn gave an introduction. All attendees introduced themselves. All questions and comments will be posted in Demand star. Notes will be part of Addendum #1.

Dates and Deadlines were reviewed:

ISSUE DATE:	January 18, 2024
PRE-BID:	January 29, 2024
FINAL DATE FOR INQUIRIES:	February 09, 2024
FINAL DATE FOR RESPONSES:	February 20, 2024
BIDS MUST BE RECEIVED:	February 28, 2024, 3:00 P.M. LOCAL TIME

Instruction to Bidders/Proposal:

Current photos of the fire station, 1600 North Roosevelt Boulevard, were displayed with a contrasting photo of the police station. The police station had its Cornish removed and covered with stucco because it was leaking. Fire Station #1 will also need to have the Cornish removed. It's outlined on the architectural plan.

ITB 24-006 Addendum #1

(continued next page)

ITB 24-006 Addendum #1: ITB Clarifications:

Windows should be replaced with hurricane impact windows. The louvers will be removed from all the windows. The generator room will still have louvers.

The floor in the garage will need some spalling repairs. The steel came too close to the top. It's covered in specs in the structural guide.

There are no flood panels as part of this project, since the firemen will be inhabiting the structure.

Drawings should be reviewed for the full scope of work which includes:

- New impact rated garage doors
- Exterior door and storefront windows
- New roof system that will meet the new design pressures.
- Gutter and downspouts
- Concrete spalling repairs
- Exterior paint to protect the concrete from salt intrusion.

Carolyn Shelton reviewed some of the grant requirements listed in the document (Page 72 of ITB). If there are grant-related questions (reach out to Carolyn Shelton at csheldon@cityofkeywest-fl.gov).

Questions:

1) **Question:** Are there measurements for the inside windowsills? Or will they each need to be measured?

Response: They can probably be scaled. For the most part it should all be the same. It looks like 6 inches. Bill will add the information to the addendum.

2) **Question:** Roof Related question, Fiber-TITE equal. Should bidders' submissions be equal before asking for acceptance? Is a KEE product preferred?

Response: The main roofing material requirement for acceptance is the roof must have a 20-year warranty.

3) **Question:** Is an NOA needed for the coping cap. There are fully pleated coping cap

Response: The City is requesting an edge-to-edge warranty which includes the side wall cap. Quality requirements are also stated in the roofing system plan.

4) **Question:** There are no walkway guides/pads. Is there equipment on the roof?

Response: There are some fans located on the roof, but walkway guides/pads are not required.

5) **Question:** Have the wood nailers been confirmed on the perimeter?

Response: The City would not allow the roof to be cut open. If wood nailers then, they won't be requested.

ITB 24-006 Addendum #1

(continued next page)

6) ITB 24-006 Addendum #1: ITB Clarifications:

- 7) **Question:** Can the Lighting Arrestor system be reused?
Response: Contractor may re-use the lightning protection system that is currently on the roof. The lightning protection system must be certified by PE.
- 8) **Question:** Is it necessary to remove and reinstall existing curb mounts and exhaust fans as part of the new roof?
Response: If they are not in the way, they will not need to be removed.
- 9) **Question:** Are you going to want a watertight warranty on the metal roof?
Response: All roofs are to have a 20-year warranty.
- 10) **Question:** Is a core needed? By code the existing insulation thickness must be matched. The information is not included in the drawings. What is the R-value that needs to be achieved?
Response: The insulation thickness must be matched to what is currently used on the roof.
- 11) **Question:** Will the entire fire station be painted?
Response: The City's intent is to have the complete Fire Station repainted as part of this project.
- 12) **Question:** What is the budget for this job?
Response: This job is based on Grant funding, Final funding will be determined based on bids as received. Because of this, it could lengthen the time before a project award is made.
- 13) **Question:** Will this job be started during the rainy season?
Response: This job is based on Grant funding, Because of this, it could lengthen the time before a project award is made. Project timing can work around the hurricane season.
- 14) **Question:** How can the roof be accessed?
Response: The job site can be accessed at any time. The fire department will not provide the ladder. Contractors will need to bring their own ladder. You should also send an Email to glynn.meienburg@cityofkeywest-fl.gov, so he can notify the Fire Station prior to accessing the roof.
- 15) **Question:** Would there be consideration to add a vapor barrier to the roof? It could be considered part of construction. And assist in keeping things dry during the rainy season. Some extra money would be spent on materials, but the way the roofer is going to work, they can treat it as new construction. They tear off and torch down the vapor barrier. Come in and make a new roof. And there aren't as many tie-ins. It would be left in place as part of construction.
Response: That is a viable means & method as a temporary roof. There's no opposition if water is not trapped between layers.

ITB 24-006 Addendum #1

(continued next page)

ITB 24-006 Addendum #1: ITB Clarifications:

- 16) **Question:** How should RFI'S be submitted?
Response: RFI's are to be Emailed to Glynn Meienburg and sent to Demand star.
- 17) **Question:** Who is responsible for the building permit cost?
Response: The Contractor is responsible for building permit cost as stated in the ITB 24-006.
- 18) **Question:** Window types C & D are referenced in the alternates on Sheet A3.1 and on the Bid Schedule but are not found in the drawings. Please provide specifications for window types C & D
Response: Void Alternates 2,3, and 4
- 19) **Question:** May we visit the site?
Response: Yes, But please notify Glynn Meienburg at glynn.meienburg@cityofkeywest-fl.gov, prior to any site visits so that he may notify the Fire Department at Station #1. You must bring your own ladder access the roof.
- 20) **Question:** Please provide the specification for the building paint.
Response: Building paint specifications are on sheet A-5.
- 21) **Question:** Sheet A3.2 Storefront Schedule calls for Level "E" Impact Rated storefronts. Is Level "E" impact rating required for anywhere other than the storefronts?
Response: No.
- 22) **Question:** Will coping cap need to have a current BOA or FBC approval?
Response: Yes.
- 23) **Question:** Will the roofing system need to have an edge-to-edge warranty (to include flashing as part of the warranty)?
Response: Yes.
- 24) **Question:** Current roof is LWIC over EPS and concrete deck. Are we to remove all LWIC and install tapered insulation as per plans or leave LWIC and install single ply over the existing LWIC?
Response: The contractor will be replacing all roof insulation.
- 25) **Question:** Are new flood panels to be part of this project as stated in the SOW on sheet A1.0?
Response: No, Flood panels will not be in the scope of work for this project.
- 26) **Question:** If flood panels are not part of this project will the Add/Deduct Item #8 on the Bid Schedule be necessary to answer.
Response: No.

ITB 24-006 Addendum #1

(continued next page)

ITB 24-006 Addendum #1: ITB Clarifications:

- 27) **Question:** Base bid details of the windowsill on sheet A3.1 indicate the area to be marble. Yet pricing for marble windowsills is also requested in Alternate #1. Please clarify.
Response: Base bid is to be wood windowsill. Manmade marble windowsills is the alternate.
- 28) **Question:** Alternates 2 and 3 reference window types C and D. The Fire Station appears to have only the one window type A. Please clarify.
Response: Please refer to question and answer for question 18.
- 29) **Question:** Alternates 4 references all window types Again, there is only one window type indicated for the fire station. Do you still want an alternate to the schedule PGT?
Response: Please refer to question and answer for question 18.
- 30) **Question:** Pricing for design and installation of alighting protection system is requested in Alternate 7. On sheet A1.1, the existing lighting protection system is indicated to be removed and reinstalled. Please clarify.
Response: Please refer to question and answer for question 7.
- 31) **Question:** Regarding #8: There are no details for flood panels in the base bid. Please identify types, locations and how high protection needs to be at the openings.
Response: Please refer to question and answer for question 25 and 26.

Bidders will be required to complete the "Alternates Bid Schedule" as part of their overall bid submittal.

Prior to the final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.

Darryl Rosenbaum

Darryl Rosenbaum

Signature

Bigfoot Construction Inc.

Name of Business

Attachments:

Pre-Bid Meeting Sign-In Sheet 1-29-2024.PDF

Attachment H

N/A

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____ Signature
Name and Title
Street Address
City, State, Zip
Date

City of Key West
Sub-Recipient's Name
H0505
DEM Contract Number
4337-441-R
FEMA Project Number



LICENSE REQUIREMENT AND COST

A City of Key West License is required for this Project. Contractors must be general contractor or a building contractor.

Cost Not To Exceed \$410.00.

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

A City of Key West Business License Tax Receipt is required for this project. Contractors must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<https://www.cityofkeywest-fl.gov/476/Contractor-Licensing-Information>



9627 South Dixie Hwy. Ste 100
Pinecrest, FL 33156
305.407.5810
Admin@BFCMiami.com

City of Key West
1300 White Street
Key West, FL 33040

February 27, 2024

Re: (ITB) No. CN-24-006 HMGP 4337-441-R Wind Hardening for Fire Station No. 1

Experience of Bidder

1. Oaks at Riverview, LP & Tampa Housing Authority

Contact Person: Yasmin Dilbert

Email Address: yasmin.dilbert@thaf1.com Phone Number: 813-267-0427

Scope of Work: Replacement of 323 Windows (50+ units)

2. Seminole County – Fire Station #34

Contact Person: Carlo Scorpio

Email Address: Cscorpio@seminolecountyfl.gov O: (407) 665-5268 | C: (386) 624-5985

Scope of Work: Windows Replacement

3. City of Temple Terrace

Contact Person: Karl W. Langefeld

Email Address: klangefeld@templeterrace.gov

Phone Number: 813-506-6600

Scope of Work: Windows Replacement

4. Centro Mater Childcare Center West -Impact Windows and Doors

Contact Person: Madelyn R. Llanes I Executive Director Email address:

madelyn.rodriguez@chsfla.com

Phone Number: 305.545.6049

Scope of Work:

Frame Color: White

Glass Color: Grey

(1) Series 800 Commercial Double French Door

(1) Series 800 Commercial Single French Door

(1) Series 650 Commercial Single French Door

(63) Series 70 Fixed Windows

(21) Series 50 Single Hung Windows

(8) Series 60 Horizontal Rolling Windows

(1) Series 500 Casement Window

(2) Series 70 Fixed Tombstone Windows

(3) Series 70 Fixed Half Circle Windows

(2) Series 70 Fixed Half Eyebrow Windows

(59) Aluminum Mullion Tubes 1" x 4"

5. Centro Mater Childcare Center East -Impact Windows and Doors

Contact Person: Madelyn R. Llanes | Executive Director

Email address: madelyn.rodriguez@chsfla.com

Phone Number: 305.545.6049

Scope of Work:

Frame Color: White

Glass Color: Grey

(2) 700 Series Sliding Glass Door (XX)

(2) 300 Picture Window

(21) 400 Series Window Wall

(96) 50 Series Single Hung

(13) 650 Series Single French Door (X)

(1) 650 Series Double French Door (XX)

(29) Mullions

Sincerely,

Darryl Rosenbaum

Darryl Rosenbaum

President of Bigfoot Construction Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2024

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

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

PRODUCER AssuredPartners of Florida, LLC dba Mack Mack & Waltz Insur Group 1211 S Military Trl, Ste 100 Deerfield Beach FL 33442	CONTACT NAME: Ricardo Reis PHONE (A/C, No, Ext): (954) 640-6225 E-MAIL ADDRESS: ricardo.reis@assuredpartners.com	FAX (A/C, No): (954) 640-6226
	INSURER(S) AFFORDING COVERAGE	
INSURED Bigfoot Construction, Inc. 9627 S Dixie Hwy Ste 100 Pinecrest FL 33156	INSURER A: United National Ins. co.	
	INSURER B: Nautilus Insurance Co.	
	INSURER C: Viking Underwriters	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: MSTER 23-24 NEW


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP0000397	06/29/2023	06/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			AN1287791	06/29/2023	06/29/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	10666586	02/26/2024	02/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Key West 1300 White Street Key West FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROSENBAUM, DARRYL HENRY

BIGFOOT CONSTRUCTION INC
9719 S DIXIE HWY SUITE 15
MIAMI FL 33156

LICENSE NUMBER: CGC1531370

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Membership Acknowledgement

Bigfoot Construction Inc.

is committed to providing a safe and drug free work environment for all employees with the assistance of
The Council on Alcohol & Drugs'
Drug Free Workplace Program in Florida

October 16, 2023 - September 16, 2025



This does NOT replace the state of Florida Division of Workers' Compensation certification.

The Council's Drug Free Workplace Program delivers comprehensive materials for education, policy implementation, onsite testing solutions, treatment resources, EAP services & assistance in completing the application for premium credit program.



CERTIFICATE OF COMPLETION

This certifies that

Darryl Rosenbaum

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction



CEUs
3.0



Credit Hours
30.00



Completion Date
11/02/2023

Jason Cole, Trainer C 26-0113289 and G 26-0083906



"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



Company ID Number: 2193710

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **Bigfoot Construction Inc** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Bigfoot Construction Inc	
Name (Please Type or Print) Darryl Rosenbaum	Title
Signature Electronically Signed	Date 06/29/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/29/2023



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bigfoot Construction Inc
Company Facility Address	9627 South Dixie Hwy Ste 100 Pinecrest, FL 33156
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	814728478
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Brady Rosenbaum
Phone Number 3054075810
Fax
Email info@bfciami.com

Name Darryl Rosenbaum
Phone Number 3053921012
Fax
Email Darryl@BFCMiami.com



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This list represents the first 20 Program Administrators listed for this company.