

## CITY OF LIGHTHOUSE POINT REQUEST FOR PROPOSAL

Sealed bids will be received until Tuesday, May 23, 2023, 2:00 p.m. (local time), in the Office of the City Clerk, located in City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in Fletcher Hall for:

### **“Municipal Painting Project” RFP No. 2023-004**

The CITY desires to hire a CONTRACTOR to perform interior and exterior painting of the following municipal facilities:

- Lighthouse Point City Hall, 2200 NE 38 Street, Lighthouse Point, Florida 33064.
- Lighthouse Point Police Department, 3701 NE 22 Avenue, Lighthouse Point, Florida 33064
- Dixon Ahl Hall, 2220 NE 38 Street, Lighthouse Point, Florida 33064
- Frank McDonough Park (Tennis Center Building), 3500 NE 27 Avenue, Lighthouse Point, Florida 33064

The CONTRACTOR shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the work. CONTRACTOR represents to CITY, with full knowledge that CITY is relying upon these representations when submitting a proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the services requested.

**This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Contractors must follow the federal requirements identified in Section 5.** Contractor(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. Compliance with Federal Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the Federal Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.

**A Non-Mandatory Pre-Proposal Conference** will be held in Fletcher Hall, located at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Tuesday, May 2, 2023.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This bid is advertised on [www.Demandstar.com](http://www.Demandstar.com) and in the Sun Sentinel.

It will be the sole responsibility of the Contractor to clearly mark proposal as such, and ensure that the proposal reaches the City prior to the bid opening date and time listed above. One (1) original, three (3) copies, and a thumb drive, must be submitted in sealed packaging and clearly marked **“Sealed Proposal RFP No. 2023-004 – Municipal Painting Project”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the Contractor. Proposals will not be accepted from anyone who obtains the bid documents from any other party.

A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of the good faith and responsibility of the Contractor.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise.

Pursuant to Florida law, all responses to this RFP are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are

made are exempt from Florida's public meeting laws.

Contact the City Clerk's Office at 954-943-6500 or by email to [lhpadmin@lighthousepointfl.gov](mailto:lhpadmin@lighthousepointfl.gov) with any questions concerning this Request for Proposal.

Office of the City Clerk  
Advertised: April 23, 2023

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## SECTION I. INSTRUCTION TO CONTRACTORS

The following instructions are given for the purpose of guiding Contractors in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

**1. Qualifications of Contractors:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. The Contractor must possess at least five (5) years demonstrated experience in milling and paving. The Contractor must have sufficient qualified staff to complete the work in the time required. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms are encouraged to submit Proposals.

**2. Personal Investigation:** Contractors shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**3. Inconsistencies:** Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Contractor, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Contractors shall abide by the decision of the City Administrator or designee as to such interpretation.

**4. Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Contractor. Prospective Contractors must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Contractors (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Contractor to receive any such addenda or interpretation shall not relieve any Contractor from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid.

**5. Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6. Legal Conditions:** Contractors are expected to familiarize themselves with the provisions of the laws of the United States and State of Florida, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point.

**7. Forms and Proposals:** Sealed bids will be received until Tuesday, May 23, 2023, at 2:00 p.m. (local time), in the Office of the City Clerk. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in. One (1) original, three (3) copies, and a thumb drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Contractor and be clearly marked **"Sealed Proposal RFP 2023-004, Municipal Painting Project."** The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Any uncertainty regarding the time a bid is received will be resolved against the Contractor.

**8. Bid Bond:** A certified check, cashier's check, bank officer's check, or bid bond for the sum of TEN PERCENT (10%) of the bid amount, made payable to the City of Lighthouse Point, Florida, must accompany each Proposal as evidence of

the good faith and responsibility of the Contractor. The check or bond shall be retained by the City as liquidated damages should the Contractor refuse to or fail to enter into an Agreement with the City within thirty (30) days upon award of the proposal. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Contractor will furnish the specified work identified in the Request for Proposal. The check or bond accompanying the proposal of the Successful Contractor will be returned to the Successful Contractor after the actual start date of the performance of work. The checks or bid bonds of the unsuccessful Contractors will be returned upon the acceptance of the proposal of the Successful Contractor, so long as the Contractors have not forfeited such.

**9. Performance Bond and Payment Bond:** Successful Contractor shall execute and furnish to City a Performance Bond and a Payment Bond for 100% of the construction cost within 15 days upon execution of the written agreement between the City and successful Contractor.

**10. Filling in Bids:** All prices must be written in the Proposal, and all Proposals must fully cover all items for which Proposals are asked and no other. Contractor shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal. Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

**11. Bids Firm for Acceptance:** Contractor warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening.

**12. Withdrawals:** Any Contractor may, without prejudice to himself, withdraw his Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving proposals, no Proposal can be withdrawn, modified, or explained. Should Contractor withdraw its Proposal after expiration of the period for receiving proposals, it shall forfeit its Bid Bond.

**13. Causes for Rejection:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Administration, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the Proposal informal. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

**14. Rejection of Proposals:** The City reserves the right to reject any Proposal if the evidence submitted by the Contractor, or if the investigation of such Contractor, fails to satisfy the City that such Contractor is properly qualified to carry out the obligations. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Contractors. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

**15. Award of Bid:** The City Commission will award the Bid to the most responsible and responsive lowest price Contractor that has at least five (5) years of experience in the painting industry. The Contractor(s) awarded the Bid must have satisfactory references.

**16. Agreement:** The Contractor(s) to whom award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the City Commission and awarded to the next lowest priced responsible and responsive Contractor. If this occurs, such Contractor shall fulfill every stipulation as if he were the original party to whom award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Contractors must submit any questions, issues, or concerns with the terms and/or language in the attached Agreement by the deadline for submitting requests for interpretations in paragraph 4 above.

**17. Payment:** Payment will be made when all work is completed to the satisfaction of the City Administrator or

designee. Successful Contractor shall submit invoices monthly as work progresses.

**18. Audit of Contractor's Records:** Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years or the period of time in which federal or state agencies may review or audit the City for reimbursements received by the City. The City may also require submittal of the records, at no cost to the City, from the Contractor, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Contract provisions.

Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that his subcontractor will provide access to its records pertaining to the project upon request by the City.

**19. Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Tuesday, May 2, 2023.

**20. Questions about the RFP:** Questions regarding the project or the Proposal process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064 or by email to LHPadmin@lighthousepointfl.gov no later than 2:00 p.m. (local time), on May 12, 2023. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP Bid may be grounds for elimination from the selection process.

**21. Lobbyists:** Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City prior to engaging in lobbyist activities within the City.

## **SECTION 2. GENERAL INFORMATION**

2.1. Contractors are encouraged to attend the Non-Mandatory pre-proposal conference and are required to perform an on-site inspection to determine conditions and work requirements. Proposals received from Contractors who did not perform an on-site visit may be disqualified. The Contractor shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to perform the work.

2.2. Contractor represents to City with full knowledge that City is relying upon these representations when submitting a Proposal, that Contractor has the professional expertise, experience, and manpower to perform the construction work requested.

2.3. Contractor will be responsible for providing a qualified crew in sufficient numbers on site to complete the work within ninety (90) days upon execution of this Agreement.

2.4. Allowable work time is Monday through Saturday, from 8:00 a.m. to 4:00 p.m.

2.5. Contractor shall maintain the work area, and keep free of trash and debris.

2.6. Replacement and/or repairs of damaged property will be at the Contractor's expense and must meet the satisfaction of the City. Contractor shall immediately contact the City of any damaged property during project time.

2.7. All workers performing services shall be employees of Contractor, unless previously approved in writing as a subcontractor by the City, and said employees will be covered accordingly by Contractor's insurance, including Worker's Compensation. Contractor will take affirmative steps to use small firms, minority-owned firms, or labor surplus area firms when possible as the sources of supplies, equipment, and services.

2.8. Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with

all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

2.9. For the purposes of this Request for Proposal, the “Contractor” shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal. The “Successful Contractor” means the qualified responsible and responsive Contractor and Contractor to whom the City makes an award. The term “City” means the City of Lighthouse Point, a municipal corporation of the State of Florida.

2.10. This Request for Proposal (RFP) provides guidelines for the submission of qualifications in response to the City’s solicitation for firms and individuals to provide minor renovations of City Buildings.

2.11. Selected Contractor(s) shall perform these services and provide all required reports, when applicable, in accordance with established Federal and State guidelines to assure that the City shall have the means to be reimbursed for all eligible expenses with funding from the American Rescue Plan Act (ARPA). Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms are encouraged to submit proposals. **Compliance with Federal Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the Federal Super Circular: <https://www.gpo.gov/fdsys/granule/CFR-2016-title2-vol1/CFR-2016-title2-vol1-part200/content-detail.html>.**

2.12. The City of Lighthouse Point anticipates entering into a contract with the Contractor who submits the qualifications judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the Contractor chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest. The Contractor understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

2.13. The City wants an experienced Contractor that takes extreme pride in their Work.

### **SECTION 3. SCOPE OF SERVICES**

3.1. The City of Lighthouse Point is interested in obtaining proposals for the services of an experienced general contractor. The contractor is required to obtain all required permits, if any. City will waive its permit fees. The selected firm(s) will supply all labor, materials, equipment, and debris removal and disposal to perform the following work:

**INTERIOR PAINT** – Repaint approximately 30,000 square feet of interior spaces at the following municipal facilities:

- Lighthouse Point City Hall, 2200 NE 38 Street, Lighthouse Point, FL 33064
- Lighthouse Point Police Department, 3701 NE 22 Avenue, Lighthouse Point, FL 33064
- Dixon Ahl Hall, 2220 NE 38 Street, Lighthouse Point, FL 33064
- Frank McDonough Park (Tennis Center Building), 3500 NE 27 Avenue, Lighthouse Point, FL 33064

The Contractor shall use sufficient drop cloths and protective coverings for the protection of floors, furnishings, and adjacent surfaces. After applying a primer coat, apply two (2) coats of Sherwin Williams Acrylic Super Paint or equivalent, which must be identified in the proposal: flat sheen finish on walls, and satin sheen finish on interior and exterior of doors and molding. Switch plates, outlet covers, cable plates and phone jack covers are to be removed before work is performed. Where necessary Contractor is to reinstall hardware, fixtures, light switch/outlet covers and other miscellaneous items that were removed for painting. Patch walls prior to painting. Ceilings are drop tile and do not require painting. City will move all personal and IT items. Contractor may move remaining furniture to the center of the room and tarp. All work must be coordinated with on-going operations in the immediate area, in and around the building. Contractor shall conduct work in a manner that causes minimum inconvenience to City operations. Regular business hours are Monday through Saturday from 8:00 am – 4:00 pm. The Contractor shall be responsible for repairing, at the Contractor’s expense, any damage to existing improvements and/or items that result from the Contractor providing inadequate protection from damage. The contractor shall provide signs or other safety equipment for work areas as necessary as to

avoid any unnecessary disruption and/or accidents.

**EXTERIOR PAINT** – Repaint approximately 42,000 square feet of the exterior at the following municipal facilities:

- Lighthouse Point City Hall, 2200 NE 38 Street, Lighthouse Point, FL 33064
- Lighthouse Point Police Department, 3701 NE 22 Avenue, Lighthouse Point, FL 33064
- Dixon Ahl Hall, 2220 NE 38 Street, Lighthouse Point, FL 33064
- Frank McDonough Park (Tennis Center Building), 3500 NE 27 Avenue, Lighthouse Point, FL 33064

Contractor is required to protect vehicles in parking lot. The Contractor shall use sufficient drop cloths and protective covering, when necessary. After applying a primer coat, apply two (2) coats of Sherwin Williams Acrylic Super Paint or equivalent, which must be identified in the proposal. Prep work will consist of a thorough pressure wash of all exterior surfaces to be painted. Cracks and blisters in the stucco and areas where stucco is missing will be patched. New caulking will be applied at any previously caulked areas. Exterior surfaces to be painted include: stucco/block walls, wood fascia and trim, previously painted doors and door frames, previously painted windows, front railing, and fenced trash enclosure. After applying a primer coat, apply two (2) coats of Sherwin Williams Acrylic Super Paint or equivalent, which must be identified in the proposal. Removal of existing shutter hardware on buildings will be the responsibility of the contractor. Shutters must match in color to the shutters installed on the Lighthouse Point Fire Rescue Department, located at 2101 NE 36<sup>th</sup> Street. All work must be coordinated with on-going operations in the immediate area, around the building. Contractor shall conduct work in a manner that causes minimum inconvenience to City Hall operations. Regular business hours are Monday through Saturday from 8:00 am – 4:00 pm. The contractor shall provide barricades, signs or other safety equipment for work areas as necessary as to avoid any unnecessary disruption and/or accidents.

3.2. Contractor represents to City with full knowledge that City is relying upon these representations when entering into this Agreement, that CONTRACTOR has the professional expertise, experience, supplies, equipment, vehicles, and manpower to perform the Work requested. Successful Contractor shall bear all costs associated with the Work, including but not limited to: interior and exterior painting.

3.3. Successful Contractor shall be responsible for repairs or replacements of property damaged by the Successful Contractor during the performance of Work. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the CITY. Trees in the work area must be protected.

3.4. Upon mutual agreement by CITY and CONTRACTOR, additional work may be added to the scope of work services based upon the unit pricing set for in.

#### **SECTION 4. INSURANCE REQUIREMENTS**

Contractor will have the proper insurance coverage and documents for this type of project, which will include:

4.1. Comprehensive General or Commercial Liability: Contractor shall provide Comprehensive General or Commercial Liability Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Contractor shall provide Two Million Dollar (\$2,000,000) annual aggregate Comprehensive General Liability coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

4.2. Worker's Compensation: Contractor shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000) limit, and One Hundred Thousand Dollars (\$100,000) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Contractor shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Contractor's work force in accordance with State Statutes.

4.3. Business Automobile Liability: Contractor shall provide Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

## **SECTION 5. AMERICAN RESCUE PLAN ACT FUNDING (Federal Funding)**

**This Work may be funded from the American Rescue Plan Act (Federal Funding). Therefore, the Selected Contractor/Contractor must follow the federal requirements identified in Section 5. The American Rescue Plan Act emphasizes resilience, long-term investments, and using funds to combat the severe public health and economic crises created by the COVID-19 pandemic. *The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity. Treasury looks forward to supporting and engaging with state, local, and Tribal governments as they use these funds to make transformative investments in their communities. Finally, with so many pressing and effective ways to use SLFRF funds, there is no excuse for waste, fraud, or abuse of these funds.* The American Rescue Plan Act's funds must be used for costs incurred on or after March 3<sup>rd</sup>, 2021. These funds must be obligated by December 31<sup>st</sup>, 2024, and expended by December 31<sup>st</sup>, 2026. Per reporting guidelines, the City will commence reporting by April 30<sup>th</sup>, 2022, and annually thereafter. Eligible uses of the ARPA funds are as follows: addressing public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, administrative, and others. The funds shall not be spent to offset a reduction in net tax revenue, deposit into pension funds, debt service, and replenishing reserves, settlements, and judgments. The consultant services firm shall spend funds to support the Bridges Project conducted through ARPA for the City's general government provisions and will abide by the eligibility regulations and guidance of the ARPA.**

- I. The provisions in Section 5 shall apply to Work Orders issued under the Agreement for projects that are federally funded. The Work Order shall specifically identify that this Section for Federally Funded Projects shall apply to such Work Order.
- II. **The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.327 and 2 CFR Part 200 Appendix II. A breach of this or any of the below provisions may be grounds for termination of the agreement, or for debarment of the CONTRACTOR.**

### **5.1 Nondiscrimination and Equal Opportunity Employment**

5.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5.1.3 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.1.4 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of



the rules, regulations, and relevant orders of the Secretary of Labor.

5.1.5 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.1.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.1.7 CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **5.2 Compliance with the Copeland "Anti-Kickback" Act**

5.2.1 CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

5.2.2 Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5.2.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **5.3 Compliance with the Contract Work Hours and Safety Standards Act**

5.3.1 Overtime requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.3.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

5.3.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the

loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

5.3.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **5.4 Clean Air Act**

5.4.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.4.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.4.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## **5.5 Federal Water Pollution Control Act**

5.5.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.5.2 CONTRACTOR agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

5.5.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

## **5.6 Suspension and Debarment**

5.6.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.6.2 The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.6.3 This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.6.4 CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **5.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

#### **5.8 Preference for Purchase, Acquisition, or Use of Goods Products, or Materials Produced in the United States**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **5.9 Maximum use of products containing recovered materials**

5.9.1 In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired; (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) at a reasonable price.

5.9.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### **5.10 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

#### **5.11 Program Fraud and False or Fraudulent Statements or Related Acts**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

#### **5.12 Davis-Bacon**

For infrastructure projects greater than ten million dollars (\$10,000,000.00), CONTRACTOR shall comply with the requirements of the Davis-Bacon Act, 40 U.S.C §§3141-4144 and 3146-3148, as supplemented by Department of Labor regulations 29 CFR Part 5, which are incorporated herein where this paragraph is applicable.

#### **5.13 Rights to Inventions Made Under Contract or Agreement.**

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

#### **5.14 Huawei Technologies Company or ZTE Corporation**

CONTRACTOR is prohibited from obligating/expending funds to:  
Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### **5.15 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

The CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. **Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.** Affirmative steps must include:

5.15.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.15.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and

minority businesses, and women's business enterprises;

5.15.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **SECTION 6. SELECTION PROCESS**

The Selection Committee will evaluate the proposals, written qualifications, references, technical information, and company information provided by Contractors, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee's review. The score shall be determined by the Committee at a meeting, portions of which that involve presentations by Contractors or question and answer sessions involving Contractors are exempt from Florida's public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(c), Florida Statutes, may not be disclosed during such meeting. The Selection Committee will review Proposals and select the most responsive and responsible lowest bidder. Award of the Agreement shall be made to the Contractor(s) who, in the sole discretion and determination of the City Commission, would best satisfy the City's needs.

### **Scoring Criteria**

<b>Selection Criteria</b>	<b>Points</b>
References and successful similar projects	10
Price	90
<b>Maximum Points</b>	<b>100</b>

## **SECTION 7. PROPOSAL PACKAGE**

Each Contractor is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications for the Contractor and/or subcontractors and for the individual principals to be assigned to complete the Work, including any certification for the tasks to be performed.
- C. Drug-Free Workplace Certification of Compliance.
- D. Non-Collusion Affidavit.
- E. Scrutinized Company Certification, pursuant to Florida State Statute 287.135.
- F. E-Verify Form, pursuant to Florida Statute 448.095.
- G. No Federal Appropriated Funds Requirement.
- H. Documentation from State of Florida Division of Corporations confirming the Contractor authorized to do business in the State of Florida.
- I. Additional information such as qualifications, references, technical information, and company information, etc.
- J. Bid Bond

**ATTACHMENT A**

**Municipal Painting Project – RFP 2023-004**

**PROPOSAL FORM**

Proposal of

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

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

TO: City of Lighthouse Point  
Attention: City Clerk's Office  
2200 N.E. 38<sup>th</sup> Street  
Lighthouse Point, FL 33064

The undersigned, as Contractor, hereby declares that the Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Contractor further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the request and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Proposal, Public Entity Crime Form, and he has read all addenda prior to the opening of Proposals, and the he has satisfied himself fully, relative to all matters and conditions with respect to the request to which this proposal pertains.

The Contractor proposes and agrees, if this Proposal is accepted, to provide the product no later than thirty (30) days of the award of the bid.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**PROPOSAL FORM**  
**CITY OF LIGHTHOUSE POINT**  
**Municipal Painting Project, RFP 2023-004**  
**CONTRACTOR MUST BID ALL ITEMS**

**Lighthouse Point City Hall, 2200 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064**

Work Task	Make/Model of Products to be Provided	Price
Interior Paint		\$
Exterior Paint		\$
Total		\$

**Lighthouse Point Police Department, 3701 NE 22<sup>nd</sup> Avenue, Lighthouse Point, FL 33064**

Work Task	Make/Model of Products to be Provided	Price
Interior Paint		\$
Exterior Paint		\$
Total		\$

**Dixon Ahl Hall, 2220 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064**

Work Task	Make/Model of Products to be Provided	Price
Interior Paint		\$
Exterior Paint		\$
Total		\$

**Frank McDonough Park (Tennis Center Building), 3500 NE 27<sup>th</sup> Avenue, Lighthouse Point, FL 33064**

<b>Work Task</b>	<b>Make/Model of Products to be Provided</b>	<b>Price</b>
<b>Interior Paint</b>		\$
<b>Exterior Paint</b>		\$
<b>Total</b>		\$

**Total amount stated in words for exterior and interior paint for the four (4) City buildings listed above:**

---

Unbalanced bids may be rejected at the sole option of The City.



**ATTACHMENT B**  
**SUMMARY OF QUALIFICATIONS**

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

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

Project	Location	Date Completed	Contact Name/Phone #
---------	----------	----------------	----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has this company ever failed to complete work awarded to it?\_\_\_\_\_. If yes, where, when and why?

\_\_\_\_\_

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

\_\_\_\_\_

Subcontractors' list of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #
---------	----------	----------------	----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Will this company need to rent additional equipment? \_\_\_\_\_

Will this company follow federal funding requirements identified in 2 CFR Chapter 2, Part 200 et al?

\_\_\_\_\_

Is company FDOT certified to work in the public right of way? \_\_\_\_\_

Provide Written Description Qualifications of Company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor's License # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Attached Company Brochure or Fact Sheet (if available).

Insurance limits:

- A. Workmen's Compensation -  
limit per accident \$ \_\_\_\_\_
- B. Comprehensive General Liability -  
limit per occurrence \$ \_\_\_\_\_
- C. Business and Automotive liability-  
limit per occurrence \$ \_\_\_\_\_
- D. Other: \$ \_\_\_\_\_

(Contractor will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? \_\_\_\_\_

If yes, name of Parent company. \_\_\_\_\_

Names of principals or officers:

_____	_____
Name	Title

_____	_____
Name	Title

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

_____	_____
Name	Title

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

_____	_____
Name	Title

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Signature

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

## ATTACHMENT C

### DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
  2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.
  3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
  4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

# NON-COLLUSION AFFIDAVIT

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the Contractor that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm, or person to fix the price or prices in the attached RFP, or of any other Contractor, or to fix any overhead, profit or cost element of the Proposal or the response of any other Contractor, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Print Name

Date

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal

My Commission Expires:

Printed Name of Notary Public

**ATTACHMENT E**

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

Certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## ATTACHMENT F

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

Project Name: Municipal Painting Project

Project No.: RFP 2023-004

#### 1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### 2. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:

Print Name:
Title
Date:
Phone:

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

\_\_\_\_\_)

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this  
 \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of \_\_\_\_\_.

He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

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

## **ATTACHMENT G**

### **NO FEDERAL APPROPRIATED FUNDS REQUIREMENT**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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Signature of Contractors Authorized Official