

CITY OF LIGHTHOUSE POINT REQUEST FOR PROPOSAL

Sealed bids will be received until day, Thursday, May 2, 2024, 2:00 p.m. (local time), in the Office of the City Clerk, located in City Hall, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064. Bids will be publicly opened and read aloud immediately thereafter in Fletcher Hall for:

“Municipal Air Conditioning Services” RFP No. 2024-005

The City of Lighthouse Point seeks a qualified Contractor to provide air conditioning services in municipal facilities for a period of three (3) years, with a possibility of two (2) one-year extensions. The selected firm will be expected to provide air conditioning services at nine (9) City facilities. Specific services include:

- Quarterly maintenance on all air conditioning units in nine (9) City facilities; City Hall/Library, Police Department, Fire Department, John Trudel Community Center, Public Works Administration Building, Public Works Fleet Building, Dixon Ahl Hall, Tennis Center, and old Fire Station
- On-call services for all facilities

The CONTRACTOR shall furnish all of the materials, tools, equipment, supplies, supervision, expertise 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.

A Non-Mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on Monday, April 15, 2024.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the City Clerk. This bid is also advertised on www.Demandstar.com.

It will be the sole responsibility of the Proposer 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. 2024-005” Municipal Air Conditioning Services** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the Proposer. Proposals will not be accepted from anyone who obtains the bid documents from any other party.

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 at 954-943-6500 or by email to lhpadmin@lighthousepointfl.gov with any questions concerning this Request for Proposal.

Office of the City Clerk

Advertised: April 2, 2024

SECTION I. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers 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 Proposers: 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 Proposer must possess at least five (5) years demonstrated experience in the air conditioning field. The Proposer 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: Proposers 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 Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers 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 Proposer. Prospective Proposers 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 Proposers (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 Proposer to receive any such addenda or interpretation shall not relieve any Proposer 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: Proposers 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 Thursday, May 2, 2024, 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. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Proposer and be clearly marked "**Sealed Proposal RFP 2024- 005, Municipal Air Conditioning Services**" 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 Proposer.

8. Bid Bond: None required

9. 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. Proposer 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.

10. Proposals Firm for Acceptance: Proposer 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.

11. Withdrawals: Any Proposer 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 Proposer withdraw its Proposal after expiration of the period for receiving proposals, it shall forfeit its Bid Bond.

12. 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.

13. Rejection of Proposals: The City reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer 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 Proposers. 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.

14. Award of Proposal: The City will award the Proposal to the most responsible and responsive lowest Proposer as determined by the Selection Committee. All meetings of the Selection Committee are public meetings, subject to statutory exemptions. Notice of the meetings will be posted at City Hall. If a proposer desires direct notice, please advise on the response and provide an email address for such notice.

15. Agreement: The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for up to two (2) one-year extensions under the same terms and conditions, if mutually agreed upon by both parties.

Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

The Successful Proposer is expected to sign the form of agreement attached to this RFP. Proposals should not include any contractual terms or conditions. Any part of a proposal that contains contractual terms or conditions will be disregarded and such terms and conditions will not be part of any Agreement with the Successful Proposer.

16. Payment: Payment will be made when all work is completed to the satisfaction of the City Administrator or designee. Successful Proposer shall submit invoices in accordance with the terms of the Agreement.

17. 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.

18. Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be held in Fletcher Hall, located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, at 10:00 a.m., on April 15, 2024.

19. Questions about the RFP: Questions regarding the project or the Proposal process shall be directed in writing to the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email to LHPadmin@lighthousepointfl.gov or by fax 954-784-3446, no later than 2:00 p.m. (local time), on April, 23, 2024. 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.

20. 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. The Proposer is encouraged to attend the **Non-Mandatory** pre-proposal conference. **The Proposer is required to review the table under Section 3, Scope of Services, to ensure familiarity with the City's air conditioning units. The Proposer shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to perform the work.**

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

2.3. Proposer will be responsible for providing a qualified crew in sufficient numbers on site to complete the work upon execution of this Agreement.

2.4. Every attempt should be made to do the work Monday through Friday, from 8:00 a.m. to 4:00 p.m. However, as outlined in the Scope of Services, there may be exceptions to days and hours of operation depending on nature and location of work to be performed.

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

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

2.7. All workers performing services shall be employees of Proposer, unless previously approved in writing as a Subcontractor by the City, and said employees will be covered accordingly by Proposer's insurance, including Worker's Compensation. Proposer 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. Proposer 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 “Proposer” shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this Request for Proposal. The “Successful Proposer” means the qualified responsible and responsive Proposer 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. The City of Lighthouse Point anticipates entering into a contract for a specific project with the Proposer who submits the qualifications judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the proposer chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest. The Proposer 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.

2.12. 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 Air Conditioning 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, and equipment. The current inventory of the City’s air conditioning equipment is listed below.

Selected proposer(s) will provide services to include:

Quarterly Maintenance

- Inspections, preventative maintenance and repairs shall include, but not be limited to the following for general repairs.
- Contractor must complete a quarterly maintenance checklist for each air conditioning unit.
- Upon completion of the quarterly maintenance, the completed checklist shall accompany the quarterly report and be delivered to the Public Works Department.
- If at any time, the contractor finds any conditions that require immediate attention, the contractor shall immediately notify the city’s authorized representative. All parts or consumable items that were replaced must be itemized on the report.
- Replacement of any consumable item required for quarterly maintenance, including, but not limited to, filters, belts, and hoses shall be included in quarterly maintenance costs. (Note: compressors, air handlers, evaporator coils and condenser coils are not considered consumables.)
- Replacement parts relating to preventative maintenance shall be of new manufacture and of the original manufacturer or equal.
- Brush return grills while unit is running.
- Replace filters at all locations. Filters must be of correct size and thickness, as required by manufacturer’s specifications. Contractor must verify by unit serial number.
- Grease and lubricate all motors, bearings and all other applicable items (bi-annual).

- Check all controls for proper settings and cleanliness (i.e. thermostat, clocks, etc.)
- Check all refrigerant pressures to be in the proper operating ranges.
- Check all electrical connections for corrosion and that contacts are secure.
- Check for temperature differential across the coils.
- Check belt tension and condition of belts; replace when needed. Always have spare belts on site.
- Check for signs of refrigerant leaks.
- Check for proper amperage draws on all compressors and motors.
- Clean all drain pans and condensate lines; add algaecide tablets or equivalent at each service visit.
- Check conditions of evaporator and condenser coils for cleanliness.
- As required, check oil levels and change oil per manufacturer's specifications.
- Remove any/all debris from inside and around units. This is especially important at the Police Building and City Hall units.
- Clean all equipment, especially the evaporator and condenser coils.
- Check dampers, damper activators and linkages.
- Be able to adjust work schedule to accommodate City business activity and events.
- Provide recommendations to provide the best, most cost-effective service and recommendations for future enhancements.
- All work shall be inspected by city staff and any work found to be unacceptable shall be redone at the Contractor's expense within (24) hours.
- Schedule all quarterly maintenance seven (7) days in advance with the Public Works Department

Hourly Rate

- Due to the nature of the operations of the facilities of the City of Lighthouse Point, there will be times that work cannot be performed during normal business hours, Monday through Friday, 8:00 am – 4:00 pm. When work is scheduled in advance by the City of Lighthouse Point at hours other than normal business hours, no overtime will be permitted, as the contractor is expected to shift its work schedule accordingly. Emergency calls shall be charged at the emergency labor rate.

Replacements

- Although this Request for Proposal does not include replacements, the awarded bidder shall provide professional assistance to the City pertinent to the operational aspects of the units in terms of viability, etc. for the purposes of scheduling maintenance and replacements.

Emergency Calls

- Emergency calls include after-hours, weekends, and holidays.
- Emergency calls must be responded to within two (2) hours.
- Any emergency service call after 4:00 pm and before 7:00 am will be at the contractor's emergency labor rate
- If a service call begins before 4:00 pm, just the labor hours after 4:00 pm shall be charged at the emergency labor rate

3.2. Proposer 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 Proposer shall bear all costs associated with the Work, including but not limited to: air conditioning services

3.3. Successful Proposer shall be responsible for repairs or replacements of property damaged by the Successful Proposer 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.

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.

Inventory of current AC units

AC Unit/#	Make/Brand	Model	Serial Number	Tonnage	Install Date	General Notes/Warranty
Public Works						
PW Admin AHU 1	American Standard	TEM6A0C60H61SBA	21462CGB3V	5		Filter 1 - 20"x23"x1"
PW Admin CU 1	American Standard	4A7A6061J1000BA	22225JT65F	5		
Public Works Fleet						
PW Fleet AHU 1	Mitsubishi Electric	SVZ-KP12NA	18N05897	1		Filter- Reusable Filter
PW Fleet CU 1	Mitsubishi Electric	SUZ-KA12NA2	1XU09747	1		
Dixon Ahl Hall						
DAH AHU	Trane Odyssey	TTA18043DAB01AE0	22211627TA	6	Jun-23	Filter 8 - 15"x20"x2" --1 year Parts/Labor, 5 Years compressor
DAH CU	Trane Odyssey	TTA18043DAB01AE0	22211627TA	6	Jun-23	1 year Parts/Labor, 5 Years compressor
John Trudel Community Center						
Parks AHU	Trane	TEM4A0C48S41SBA	21243MU23V	5		Filter 1 - 20"x23"x1"
Parks CU	Trane XR	4TTR4060L1000BA	212748084F	5		
Parks AHU	Trane	TEM4A0C42S41SBA	21243U3N3V	3.5		Filter 1 - 20"x23"x1"
Parks CU	Trane XR	4TTR4042L1000AA	212146NB3F	3.5		
Parks AHU	Trane	TEM4A0C48S41SBA	21233EEE3V	4		Filter 1 - 20"x23"x1"
Parks CU	Trane XR	4TTR4048L1000AA	21136SND3F	4		
Parks AHU	Trane	TEM4A0C60S51SBA	21241SUP3V	4		Filter 1 - 20"x23"x1"
Parks CU	Trane XR	4TTR4048L1000AA	21232H8P3F	4		

Parks AHU	Trane	TEM4A0B24S21SBA	21283DMW3V	2		Filter 1 - 18"x20"x1"
Parks CU	Trane XR	4TTR4024L1000AA	210217GGAF	2		
Tennis Center						
TC AHU 1	Luxaire	JHETC60HBCS2N1A	W2F3691613	5		Filter 1 - 20"x20"x1"
TC CU 1	Luxaire	TCE2B60S21SA	C2D3594272	5		
TC AHU 2	Luxaire	JHETB36DBAS2N1A	C2K2918316	3		Filter 1 - 16"x20"x1"
TC CU 2	Luxaire	TCE2B36S21SA	C2A3364319	3		
Old Fire Station						
Old FD AHU	Trane Odyssey	TWE090D300A	103144RPBA	7.5		Filter 3 - 16"x25"x2"
Old FD CU	American Standard Odyssey	TTA090D300AA	101153J03AD	7.5		
Old FD AHU	Carrier	FX4DNF061	2313A82356	5		Filter 1 - 21.5"x23.3"x1"
Old FD CU	Carrier	24ABC660A300	4912E13917	5		
City Hall						
City Hall AHU 1	Carrier	40RUAA25A5A-0A0A0	1016U21652			4 - 16"x24"x2", 4 - 16"x20"x2"
City Hall CU 1	Carrier	38AUZA25A0B5A0A0A0	0316P50411			
City Hall AHU 2	Rheem	RHGL-240ZL	F381500019		9/20/20 16	6 - 20"x25"x2" Capital Air
City Hall CU 2	Rheem	RAWL-240CAZ	F141600226		9/20/20 16	Capital Air
City Hall AHU 3	Carrier	FB4CNF024	0917A68512			1 - 14"x20"x1"
City Hall CU 3	Carrier	24ACC424A300	0717E03161			
City Hall AHU 4	Carrier	40RM-008--B611HC	0907U05992			4 - 16"x24"x2"
City Hall CU 4	Carrier	38ARZ008--K501	0607G50087			
City Hall AHU 5	Carrier	40RUAA07A2A6A0A0A0	4820U16517			4 - 16"x24"x2"
City Hall CU 5	Carrier	38AUZD07A0B5A0A0A0	4120C94581			
City Hall AHU M1	Mitsubishi Electric	MS-A12WA	0000,294	1		Reusable Filter
City Hall CU M1	Mitsubishi Electric	MU-A12WA-1	No Numbers	1		
City Hall AHU M2	Mitsubishi Electric	MSZ-HM12NA	0YE14605	1		Reusable Filter
City Hall CU M2	Mitsubishi Electric	MUZ-HM12NA	15C09140	1		
City Hall AHU M3	Mitsubishi Electric	MSY-GE15NA	000,1695	1		Reusable Filter
City Hall CU M3	Mitsubishi Electric	MUY-GE15NA	000,1547-T	1		
Police Department						
PD AHU 1	Carrier	FB4CNF048	3516A85517	4	9/15/20 16	1 - 20"x21"x1"

PD CU 1	Carrier	24ACC448A0030011	3416E06656	4	9/15/2016	Installed 9/15/16 by Above Air
PD AHU 2	Luxaire	JHETC60HBCS2N1A	W2F3691610	5	10/16/2023	1 - 20"x21"x1" -- Above Air 10 year Parts & Compressor, 1 year Labor
PD CU 2	Luxaire	TCE2B60S215A	C2D3594271	5	10/16/2023	
PD AHU 3	Carrier	FB4CNP060	3415A85206	5	3/7/2022	1 - 22"x24"x1"
PD CU 3	Carrier	24ACC460A300	2015E01936	5	3/7/2022	
PD AHU 4	Carrier	FB4CNP061	4021F02139	5	3/10/2022	1 - 22"x24"x1"
PD CU 4	Carrier	CA14NA060	0322X65908	5	3/15/2022	
PD AHU 5M	Mitsubishi Electric	MSY-GE15NA	3001605	1	8/21/2015	Reusable Filter
PD CU 5M	Mitsubishi Electric	MUY-GE15NA2	5001564 T	1	8/21/2015	
PD AHU 6	Carrier	50FC-A04A2A3A0A0A0	3220C87371		11/6/2000	2 - 16"x25"x2" Package unit on roof
PD CU 6	Carrier Package Unit (on roof)	Package Unit (on roof)	Package unit on roof		11/6/2000	Package unit on roof
PD AHU 7	Goodman	AMST60DU1400AA	2308352268	5	10/16/2023	1 - 24"x21"x1" -- License to Chill 1 year Parts, 5 Year Compressor
PD CU 7	Goodman	GSXN406010AA	2307139679	5	10/16/2023	License to Chill 1 year Part, 5 Year Compressor
PD AHU 8	Carrier	FB4CNF048	3420F19134	4	8/10/2020	1 - 20"x21"x1"
PD CU 8	Carrier	CA14NA048-A	3220X22008	4	8/10/2020	
PD AHU 9	Carrier	FA4BNC048	4105A86346			1 - 20"x21"x1"
PD CU 9	Carrier	38BR60 Numbers gone	4005E22130			
PD AHU 10	Carrier	FB4CNP060	0818F20983	5	3/15/2018	1 - 20"x21"x1"
PD CU 10	Carrier	24ACC460A300	0918E09217	5	3/15/2018	
Building Department AHU A-1	Luxaire	JHETC48HBCS2N1A	W2N2247422	4	3/15/2023	1 - 20"x20"x1"
Building Department CU A-1	Luxaire	TCE3B48S21SA	C2N2287088	4	3/15/2023	

GYM AHU A-2	Luxaire	JHETC42FBCS2N1A	W2L2043002	4	4/1/2023	1 - 20"x20"x1"
GYM CU A-2	Luxaire	TCE2B42S21SA	C2M2217773	4	4/1/2023	
Code Department AHU A-3	Carrier	FB4CNF024	4818F34134	2	12/3/2018	1 - 14"x20"x1"
Code Department CU A-3	Carrier	CA14NA024-A	1018X75908	2	12/3/2018	
Fire Station						
New FD AHU 1	Trane	TEM60A0B30H21SBA	211977L53V	2		1 - 18"x20"x1"
New FD CU 1	Trane	4TTR6024J1000BA	2043152T3F	2		
New FD AHU 2	Trane	TEM6A0B30H21SBA	211977ME3V	2		1 - 18"x20"x1"
New FD CU2	Trane	4TTR6024J1000BA	204312G93F	2		
New FD AHU 3	Trane	TEM6A0B30H21SBA	21262JXP3V	2		1 - 18"x20"x1"
New FD CU 3	Trane	4TTR6024J1000BA	204312GK3F	2		
New FD AHU 4	Trane	TEM6A0C60H51SBA	21282F5Y3V	5		1 - 20"x23"x1"
New FD CU 4	Trane	4TTR6061C100BA	21313RA35F	5		
New FD AHU 5M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000627G7 A27	1		Reusable Filter
New FD CU 5M	Trane Electric	Mitsubishi TRUYA0121KA70NA	01U011257H1 A30	1		
New FD AHU 6M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0yA000727G7 A27	1		Reusable Filter
New FD CU 6M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U011337H1 H28	1		
New FD AHU 7M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000647G7 A27	1		Reusable Filter
New FD CU 7M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U011347H1 H28	1		
New FD AHU 8M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000707G7 A27	1		Reusable Filter
New FD CU 8M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U012407H1 H28	1		
New FD AHU 9M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000687G7 A27	1		Reusable Filter
New FD CU 9M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U012227H1 H28	1		
New FD AHU 10M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000667G7 A27	1		Reusable Filter
New FD CU 10M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U012337H1 H28	1		
New FD AHU 11M	Trane Electric	Mitsubishi No AHU	No AHU			
New FD CU 11M	Trane Electric	Mitsubishi TRUZA0121KA70NA	03U012357H1 H28	1		
New FD AHU 12M	Trane Electric	Mitsubishi TPLA0A0121EA70A	0YA000657G7 A27	1		Reusable Filter

New FD CU 12M	Trane Electric	Mitsubishi	TRUZA0121KA70NA	03U012277H1 H28	1		
New FD AHU 13M	Trane Electric	Mitsubishi	TPLA0A0121EA70A	0YA000677G7 A27	1		Reusable Filter
New FD CU 13M	Trane Electric	Mitsubishi	TRUZA0121KA70NA	03U012327H1 H28	1		
New FD AHU 14	Trane		TEM6A0B30H21SBA	21262HU23V	2		1 - 18"x20"x1"
New FD CU 14	Trane		4TTR6024J1000BA	204313C83F	2		
New FD AHU 15	Trane		TEM6A0C42H41SBA	212140HN3V	3		1 - 20"x23"x1"
New FD CU 15	Trane		4TTR6036J1000AA	212340P14F	3		
New FD AHU 16	Trane		TEM6A0C42H41SBA	21202S203V	3		1 - 20"x23"x1"
New FD CU 16	Trane		4TTR6036J1000AA	21236D5R4F	3		
New FD AHU 17	Trane		TEM6A0C42H41SBA	212140G23V	3		1 - 20"x23"x1"
New FD CU 17	Trane		4TTR6036J1000AA	21236GDD4F	3		
New FD AHU 18	Trane		TEM6A0C42H41SBA	212230FF3V	3		1 - 20"x23"x1"
New FD CU 18	Trane		4TTR6036J1000AA	21236D4J4F	3		
New FD AHU 19.1M	Trane Electric	Mitsubishi	TPKA0A0241KA70A	0ZM0130565T KM0			Reusable Filter
New FD CU 19.1M	Trane Electric	Mitsubishi	TRUYA0241HA70NA	02U009947H1 C28			
New FD AHU 19.2M	Trane Electric	Mitsubishi	TPKA0A0241KA70A	12M0045265T KM0			Reusable Filter
New FD CU 19.2M	Trane Electric	Mitsubishi	TRUYA021HA70NA	02U009967H1 C28			
New FD AHU 20M	Trane Electric	Mitsubishi	TPKA0A0121HA70A	0XA004567G6 A36			Reusable Filter
New FD CU 20M	Trane Electric	Mitsubishi	TRUZA0121KA70NA	03U012517H1 H28			
New FD AHU/UC 21	Carrier		24ABB336A510	3621E17070			Reusable Filter Package Unit
New FD DOAS-1	Trane Self-Contained Unit		THD180G3RGD160EE0 A200000A	211310195D			8 - 20"x20"x2" , 4 - 16"x20"x2"

SECTION 4. INSURANCE REQUIREMENTS

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

4.1. Comprehensive General or Commercial Liability: Proposer 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. Proposer 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: Proposer 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. Proposer 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. Proposer shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Proposer's work force in accordance with State Statutes.

4.3. Business Automobile Liability: Proposer 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. SELECTION PROCESS

The Selection Committee will evaluate the proposals, written qualifications, references, technical information, and company information provided by Proposers, 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 Proposers or question and answer sessions involving Proposers 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 Proposer(s) who, in the sole discretion and determination of the City Commission, would best satisfy the City's needs.

Scoring Criteria

Selection Criteria	Points
References and successful similar projects	10
Price	90
Maximum Points	100

SECTION 7. PROPOSAL PACKAGE

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

- A. Proposal Form
- B. Summary of Qualifications for the Proposer 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. Affidavit of Compliance with Foreign Entity Laws, Section 287.138, F.S.
- H. Documentation from State of Florida Division of Corporations confirming the Proposer authorized to do business in the State of Florida.
- I. Additional information such as qualifications, references, technical information, and company information, etc.

ATTACHMENT A

Municipal Air Conditioning Services – RFP 2024-005

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. 38th Street
Lighthouse Point, FL 33064

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

Proposer: _____
Address: _____

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

PROPOSAL FORM

CITY OF LIGHTHOUSE POINT Municipal Air Conditioning Services, RFP 2024-005

PROPOSER MUST BID ALL ITEMS

Table 1

Work Task	Task	Price per year
Quarterly A/C Maintenance	See Section 3: Scope of Services and attached Exhibit page identifying work to be performed.	Year 1: \$ _____ Year 2: \$ _____ Year 3: \$ _____ Year 4 (optional): \$ _____ Year 5 (optional): \$ _____
On-Call Hourly Labor Rate	Hourly Repairs	Year 1: \$ _____ Year 2: \$ _____ Year 3: \$ _____ Year 4 (optional): \$ _____ Year 5 (optional): \$ _____
Emergency Hourly Labor Rate	After-hours Repairs	Year 1: \$ _____ Year 2: \$ _____ Year 3: \$ _____ Year 4 (optional): \$ _____ Year 5 (optional): \$ _____

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.

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

PROPOSER: _____

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 _____, 2024.

NOTARY SEAL

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer 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 Proposer 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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, 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 Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
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 _____, 2024.

Notary Seal

Signature of Notary Public

My Commission Expires:

Printed Name of Notary Public

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

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 Proposer of the City's determination concerning the false certification. The Proposer 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 Proposer 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 Proposer, I hereby certify that the company identified above in the section entitled "Proposer 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 Air Conditioning Services
Project No.: RFP 2024-005

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 Proposer.

“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 sub vendors/sub Proposers/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 _____, 2024, 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

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS,
SECTION 287.138, F.S.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, _____, personally appeared and does hereby attest under penalty of perjury the following:

- A. Affiant is the _____ (*title*) of _____ (*name of entity*), and is authorized to bind _____ (*name of entity*) and enter into this affidavit.
- B. _____ (*name of entity*) is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- C. The government of a foreign country of concern does not have a controlling interest in _____ (*name of entity*). (Source: § 287.138(2)(b), Florida Statutes)
- D. _____ (*name of entity*) is not organized under the laws of or has its principal place of business in a foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Affidavit, and the facts stated in it are true on _____ day of _____, 2024.

Signature

Printed Name

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____ 2024, by _____ in his/her capacity as _____ of _____ (*name of entity*).

NOTARY PUBLIC

Personally Known OR
 Produced Identification

Type of Identification Produced

AGREEMENT
MUNICIPAL AIR CONDITIONING SERVICES

THIS IS AN AGREEMENT, dated the _____ day of _____, 2024, between:

CITY OF LIGHTHOUSE POINT, a Florida municipal corporation, hereinafter "CITY," and
_____, a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2024-005, "Municipal Air Conditioning Services" was advertised on April 2, 2024, and advised that sealed proposals would be received at the City Clerk's Office until May 2, 2024, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in the Fletcher Hall, at 2200 N.E. 38 Street, Lighthouse Point, Florida; and,

WHEREAS, CONTRACTOR has been determined to be a responsible and responsive Proposer for the Project; and,

WHEREAS, the CITY Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Municipal Air Conditioning Services"; and,

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for the work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the CITY; and,

WHEREAS, CITY and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Municipal Air Conditioning Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

1.1 CONTRACTOR submitted a proposal dated _____, 2024, which is included and incorporated in this Agreement as Attachment 1, to provide air conditioning services to all City facilities. RFP 2024-005, Municipal Air Conditioning Services, is incorporated in its entirety in this Agreement as Attachment 2. This Agreement with the attachments, as well as a Notice to Proceed for specific Work, are collectively the Contract Documents

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to CITY with full knowledge that CITY is relying upon these representations when signing the Agreement that the CONTRACTOR has the professional expertise, experience, and manpower to perform the work requested. The CONTRACTOR will bear all costs associated with the Work.

CONTRACTOR shall provide all labor, equipment, and materials for air conditioning services in City facilities.

2.2 CONTRACTOR shall provide services to include:

Quarterly Maintenance

- Inspections, preventative maintenance and repairs shall include, but not be limited to the following for general repairs.
- Contractor must complete a quarterly maintenance checklist for each air conditioning unit.
- Upon completion of the quarterly maintenance, the completed checklist shall accompany the quarterly report and be delivered to the Public Works Department.
- If at any time, the contractor finds any conditions that require immediate attention, the contractor shall immediately notify the city's authorized representative. All parts or consumable items that were replaced must be itemized on the report.
- Replacement of any consumable item required for quarterly maintenance, including, but not limited to, filters, belts, and hoses shall be included in quarterly maintenance costs. (Note: compressors, air handlers, evaporator coils and condenser coils are not considered consumables.)
- Replacement parts relating to preventative maintenance shall be of new manufacture and of the original manufacturer or equal.
- Brush return grills while unit is running.
- Replace filters at all locations. Filters must be of correct size and thickness, as required by manufacturer's specifications. Contractor must verify by unit serial number.
- Grease and lubricate all motors, bearings and all other applicable items (bi-annual).
- Check all controls for proper settings and cleanliness (i.e. thermostat, clocks, etc.)
- Check all refrigerant pressures to be in the proper operating ranges.
- Check all electrical connections for corrosion and that contacts are secure.
- Check for temperature differential across the coils.
- Check belt tension and condition of belts; replace when needed. Always have spare belts on site.
- Check for signs of refrigerant leaks.
- Check for proper amperage draws on all compressors and motors.
- Clean all drain pans and condensate lines; add algaecide tablets or equivalent at each service visit.
- Check conditions of evaporator and condenser coils for cleanliness.
- As required, check oil levels and change oil per manufacturer's specifications.
- Remove any/all debris from inside and around units. This is especially important at the Police Building and City Hall units.
- Clean all equipment, especially the evaporator and condenser coils.
- Check dampers, damper activators and linkages.
- Be able to adjust work schedule to accommodate City business activity and events.
- Provide recommendations to provide the best, most cost-effective service and recommendations for future enhancements.
- All work shall be inspected by city staff and any work found to be unacceptable shall be redone at the Contractor's expense within (24) hours.
- Schedule all quarterly maintenance seven (7) days in advance with the Public Works Department

Hourly Rate

- Due to the nature of the operations of the facilities of the City of Lighthouse Point, there will be times that work cannot be performed during normal business hours, Monday through Friday, 8:00 am – 4:00 pm. When work is scheduled in advance by the City of Lighthouse Point, at hours other than normal business hours, no overtime will be permitted, as the contractor is expected to shift its work schedule accordingly.

Replacements

- Although this Request for Proposal does not include replacements, the awarded bidder shall provide professional assistance to the City pertinent to the operational aspects of the units in terms of viability, etc. for the purposes of scheduling maintenance and replacements.

Emergency Calls

- Emergency calls include after-hours, weekends, and holidays.
- Emergency calls must be responded to within two (2) hours.
- Any emergency service call after 4:00 pm and before 7:00 am will be at the contractor's emergency labor rate
- If a service call begins before 4:00 pm, just the labor hours after 4:00 pm shall be charged at the emergency labor rate

2.3 CONTRACTOR is responsible for repairs or replacements of property damaged during the performance of the Work. Replacement and/or repairs of damaged property will be at CONTRACTOR'S expense and must meet the satisfaction of the City.

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

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 The CONTRACTOR will receive written approval to proceed (Notice to Proceed) before initiating any Work. The CONTRACTOR shall coordinate all Work with the CITY'S Public Works Director or representative to minimize site disturbances and service impacts. The CONTRACTOR shall notify the CITY'S Public Works Director or representative when tasks are completed. All Work shall be completed within the timeframe identified in the Notice to Proceed.

4.0 CONTRACT PERIOD

The initial term of the Agreement is three (3) years. The parties may mutually agree to two (2) additional one (1) year extensions, at the rates set forth in CONTRACTOR's proposal attached hereto as Attachment 1.

5.0 CONTRACT PRICE

5.1 The CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the Work based on price included in this Agreement in Attachment 1, and as set forth in the Notice to Proceed. CITY will pay the CONTRACTOR per a Notice to Proceed after successful completion of the Work as determined by the CITY.

5.2 The price includes all costs for the Project.

6.0 INSURANCE

UPON EXECUTION OF THE AGREEMENT, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF LIGHTHOUSE POINT IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. The Certificates of Insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Article 10 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension hereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

6.1 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by regular mail.

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

6.2.1 Comprehensive General or Commercial Liability: Proposer 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. Proposer 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.

6.2.2 Worker's Compensation: Proposer 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. Proposer 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. Proposer shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Proposer's work force in accordance with State Statutes.

6.2.3 Business Automobile Liability: Proposer 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.

6.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

6.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

6.5 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

6.6 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it may appear in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) business days of CITY'S actual notice of such an event.

6.7 The CONTRACTOR agrees to perform the Work under the Agreement as an independent CONTRACTOR, and not as a Subcontractor, agent or employee of CITY.

6.8 CONTRACTOR shall require each of its Subcontractors of any tier to maintain the insurance required herein for each category, and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

6.9 Violation of the terms of this Article and its subparts, including without limitation, a lapse or cancellation of any required insurance, shall constitute a breach of the contract and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

6.10 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Work; provided that should the insurance outlined above be canceled for any reason, the CITY shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the CONTRACTOR under the terms of this Agreement, or find the CONTRACTOR in default and terminate this Agreement; provided, that CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes and Section 95.11, Florida Statutes.

7.0 WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

7.1 The CONTRACTOR warrants that all services will be performed in a workmanlike manner.

7.2 The Contractor shall warrant replace or repair any defective product, materials, installation or services for one (1) year from CITY'S acceptance of Work at no additional cost.

7.3 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under the Agreement.

7.4 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

7.5 CONTRACTOR warrants to the CITY that the consummation of the Work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or Agreement to which the CONTRACTOR is a party.

7.6 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

7.7 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

8.0 CONTRACTOR'S INDEMNIFICATION

8.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the CITY may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the CITY as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

8.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten and 00/100 Dollars (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. The parties agree that indemnification up to the limits of the insurance requirements bears a reasonable commercial relationship to the Agreement.

9.0 PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

9.1 CONTRACTOR may requisition payments for Work completed under a Notice to Proceed at intervals per a Notice to Proceed. CONTRACTOR'S requisition shall show a complete breakdown of the Work
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components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all Subcontractors and suppliers their pro-rata shares of the payment out of previous payments received by the CONTRACTOR for all Work completed and materials furnished in the previous period or properly executed releases of liens by all Subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the City Administrator or his designee or Contract Documents. CITY shall have five (5) business days to approve or disapprove the requisition. If the requisition is not approved, the reasons therefore shall be stated with particularity. The CITY shall make payment to the CONTRACTOR within fifteen (15) calendar days after approval by the City Administrator, or his designee, of the CONTRACTOR'S requisition for payment. Payments will be made by check and will be delivered to CONTRACTOR.

9.2 If, on the basis of City Administrator's, or his designee's, observation of the Work, City Administrator, or his designee, is satisfied that the Work has been completed in accordance with the Contract Documents and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, the CITY will make payment pursuant to the Notice to Proceed. Otherwise, the payment requisition will be returned to CONTRACTOR, indicating in writing the reasons for refusing to recommend payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the payment requisition. Payment shall not be a waiver of:

- 9.2.1 Faulty or defective Work and latent defects discovered after acceptance.
- 9.2.2 Failure of the Work to comply with the requirements of the Contract Documents.

9.3 The acceptance of payment under a Notice to Proceed by CONTRACTOR or the Subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

9.4 The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

- 9.4.1 Defective Work not remedied.
- 9.4.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- 9.4.3 Failure of the CONTRACTOR to make payment to Subcontractors or suppliers for materials or labor.
- 9.4.4 Damage to another contractor not remedied.
- 9.4.5 Failure to carry out the Work in accordance with the Contract Documents.

9.6 When the above issues are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

9.7 CONTRACTOR acknowledges that all Work under this Agreement is performed on public property; therefore, CONTRACTOR and any subcontractors cannot and will not record any liens or other encumbrances on such property to secure payment pursuant to this Agreement.

10.0 CITY'S TERMINATION OF THE AGREEMENT

- 10.1 Upon the occurrence of any one or more of the following events:

10.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

10.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

10.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors.

10.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors.

10.1.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

10.1.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time).

10.1.7 If CONTRACTOR disregards laws or regulations of any public body having jurisdiction, State guidelines, or acceptable safety and horticultural practices.

10.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

10.2 CITY reserves the right to terminate this Agreement immediately for unsatisfactory performance, including the use of chemicals not approved to enter storm drains. In such case CONTRACTOR shall not be entitled to receive any further payment for additional work performed.

10.3 This Agreement may be terminated at the option of the CITY should CONTRACTOR be placed on the State of Florida "Scrutinized Companies That Boycott Israel List."

10.4 Upon seven (7) calendar days written notice to CONTRACTOR, CITY may, through a resolution of the CITY Commission, without cause and without prejudice to any other right or remedy, terminate this Agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the Agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

11.0 NOTICE, COMPUTATION OF TIME

11.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For CITY: Ross Licata, City Administrator

City of Lighthouse Point
2200 NE 38th Street
Lighthouse Point, Florida 33064
Telephone: 954-943-6500

Copy to: Michael D. Cirullo, Jr., City Attorney
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500

For CONTRACTOR: _____

11.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

12.0 MISCELLANEOUS

12.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the Agreement.

12.2 CONTRACTOR shall not assign or transfer the Agreement or its rights, title or interests therein without CITY'S prior written approval as evidenced by a resolution duly adopted by the CITY Commission, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONTRACTOR and any assigned shall thereupon cease and terminate.

12.3 CONTRACTOR and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

12.4 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

12.5 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The

prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. **THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

12.6 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

12.7 CONTRACTOR agrees to permit CITY to examine all records and grants CITY the right to audit any books, documents and papers that were generated during the course of administration of this Agreement. 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 CONTRACTOR shall maintain the records, books, documents and papers associated with this Agreement in accordance with the Public Records Act. Upon CITY'S request, CONTRACTOR shall provide CITY with copies of all public records related to this Agreement at no cost to CITY. City reserves the right to conduct any necessary audit of the Contractor's records.

12.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party, that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of CONTRACTOR'S Subcontractors used for the work.

12.9 The failure of CONTRACTOR to comply with the provisions set forth in this Section 19.9 shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions this Agreement.

13.0 PUBLIC RECORDS

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
City of Lighthouse Point
2200 N.E. 38th Street**

Lighthouse Point, FL 33064
(954) 943-6500

14.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

14.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

14.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

15.0 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more, if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes; or

Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the CITY has the right to terminate this Agreement.

16.0 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

“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 consultant.

“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.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, 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:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/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
- c) 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this 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 one (1) year after the date of termination.

17.0 Compliance with Foreign Entity Laws

The company hereby attests under penalty of perjury the following:

- a) Company is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- b) The government of a foreign country of concern does not have a controlling interest in Company. (Source: § 287.138(2)(b), Florida Statutes)
- c) Company is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- d) Company is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source:

§ 288.007(2), Florida Statutes)

e) Company is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

f) Company is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

CITY OF LIGHTHOUSE POINT, FLORIDA

BY: _____
Kyle Van Buskirk, Mayor

ATTEST:

Kathryn Sims, City Clerk

APPROVED AS TO FORM:

Michael D. Cirullo, Jr., City Attorney

WITNESS:

Signature of Witness

Printed Name of Witness

CONTRACTOR:

Signature of Corporate President

Printed Name of Corporate President

Signature of Corporate Secretary

Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)
) S.S.
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and _____, respectively, of _____, a Florida corporation and acknowledged they executed the foregoing AGREEMENT as the proper officials of _____ for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Notary Seal