

TOWN OF SOUTHWEST RANCHES  
REPLACEMENT AWNINGS  
RFQ No.: 22 – 106



**Date: March 2, 2022**

**REQUEST FOR QUOTATIONS**

**RFQ No.: 22-106**

**ALL INTERESTED PARTIES:**

The Town of Southwest Ranches is interested in obtaining bids from qualified, licensed, insured, vendors, to provide the Town of Southwest Ranches replacement Awnings as described in these Specifications. The service consists of furnishing all labor, machines, equipment, tools, materials and chemicals. All labor and materials must be in compliance with all Local, State, Federal OSHA and EPA standards.

The Start date shall occur no later than **seven (7) calendar days** from date of issuance of the Notice to Proceed.

Attached is the SCOPE of Work & detailed specification.

Quotes may be submitted to the General Services Manager by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or

Email: [slungo@southwestranches.org](mailto:slungo@southwestranches.org) until Friday March 11, 2022

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Please include.

Each submittal shall include:

- Copies of all required licenses
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- **LIABILITY, INSURANCE, LICENSING & PERMITS**

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of an award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Contractor (or his agents) or any person or subcontractor utilized in the completion of this contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Quote. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Quote.

The Quote shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

**\*All insurance policies shall name and endorse the following as “Additional Named Insureds”:**

TOWN OF SOUTHWEST RANCHES  
13400 Griffin Road.  
Southwest Ranches, FL 33330

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

- The completed attached **Exhibit B – Appendices with your Quote.**

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**SCOPE OF WORK:**

The Contractor shall provide Awnings at 3 stations located at the Town of Southwest Ranches Fire Department, 17220 Griffin Road, Southwest Ranches, Florida 33331 as per the following:

Awning Covers for Fire Trucks

Currently there are three (3) stations at the Fire department that require replacement awnings (hardware is not needed).

Station 1: Three (3) truck station that requires replacement of existing awning over existing hardware, and three (3) panels that cover the sides and back, leaving the front open.

Station 2: Two (2) truck station that requires replacement of existing awning (hardware is not needed) and four (4) panels for the sides and back. The front panel should have manual roll up capability.

Station 3: One (1) truck station that requires replacement of existing awning (hardware is not needed) and four (4) panels for the sides and back. The front panel should have manual roll up capability.

Requesting high grade material of same color. Seams should have flaps disallowing rain intrusion.

**Please call Chief Bennett at 954-868-2057 to make an appointment to inspect and take measurements of the stations before quoting.**

**PRODUCT/MANUFACTURE**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and products in connection with the Services and shall comply with all EPA and OSHA safety requirements while performing the Services. As a minimum, all personnel performing the Services subject to this RFQ will be required to wear safety equipment and clothing appropriate for the Service.

**GENERAL SPECIFICATIONS**

All work shall be completed during normal business hours, which are Monday-Friday except for emergency needs as designated by the General Services Manager.

**CONTRACTOR'S RESPONSIBILITY**

Contractor shall supervise and direct the Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Services strictly comply with the Quote Documents.

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All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Proposer intends to use sub-contractors to perform any Services pursuant to this RFQ, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Services under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to other property.

As set forth in the terms of this RFQ, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or Services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Bid price.

**TOWN RESPONSIBILITIES**

The Town will coordinate all facility access with the Contractor and its technicians.

**MATERIALS**

The vendor shall provide high grade material of same color and quality. Seams should have flaps disallowing rain intrusion.

**SAFETY**

All pertinent safety regulations shall be adhered to rigidly.

Contractor shall provide all safety equipment required to perform the project.

**AWARD**

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order to confirm the terms of the Services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

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All Quotes or questions concerning this RFQ must be submitted by US Mail, Fax or Emailed to:

Sandy Luongo, General Services Manager  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-7476  
Fax: 954-434-1490  
Email: [sluongo@southwestranches.org](mailto:sluongo@southwestranches.org)

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## **EXHIBIT B - APPENDICES**

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**APPENDIX A**  
**PROPOSER INFORMATION**

NAME: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ STATE OR COUNTY: \_\_\_\_\_

LICENSE TYPE: \_\_\_\_\_  
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

PROPOSER'S ADDRESS: \_\_\_\_\_

PROPOSER'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

PROPOSER'S EMAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_ (If the Proposer is a Corporation, affix corporate seal)

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**APPENDIX D**  
**DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for 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 the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 or plea.
- 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), any employee who is so convicted or takes a plea.
- 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.

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

PROPOSER: \_\_\_\_\_



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**APPENDIX E**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
  - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

**[Signatures on next page]**

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By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

who is personally known to me or

who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

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**APPENDIX F**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Quote;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Quote and of all pertinent circumstances respecting such Quote;
- (3) Such Quote is genuine and is not a collusive or sham Quote;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Quote in connection with the Work for which the attached Quote has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Quote or of any other Proposer, or to fix any overhead, profit, or cost elements of the Quote price or the Quote price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Quote are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**[Signatures on next page]**

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By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

who is personally known to me or

who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

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**APPENDIX G**  
**ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Certified By: \_\_\_\_\_

(type or print)

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX O**  
**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

\_\_\_\_\_, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to \_\_\_\_\_'s failure to comply with such regulations.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

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

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

Date: \_\_\_\_\_

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**APPENDIX Q**  
**PROPOSER EXPERIENCE**

The Proposer's response to this questionnaire will be utilized as part of the Town's Quote Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references

**(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)**

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

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

**Contact Person Email:** \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Contract Date: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

**Contact Person Email:** \_\_\_\_\_

PROPOSER: \_\_\_\_\_



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**APPENDIX U**

**INSERT W – 9**

**Must be current(2018), signed, dated and legible W-9**

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**APPENDIX V**

**INSERT PROOF OF INSURANCE**

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**APPENDIX Y**  
**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**  
**(2 CFR 200 COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**B. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

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

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

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

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**E. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

**F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

**H. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

**I. NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status,

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age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

**L. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

**M. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

**N. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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**P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

**Q. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

**R. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

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**APPENDIX Z**

**INSERT E-VERIFY REGISTRATION CERTIFICATE**

**PROVIDE PROOF OF E-VERIFY REGISTRATION**

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

Visit [www.E-Verify.gov/Employer](http://www.E-Verify.gov/Employer) to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

**DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.**