

# CITY OF PLANTATION



## REQUEST FOR SEALED PROPOSALS **RFSP NO. 005-24**

**“SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES”**

PROPOSAL OPENING DATE: **December 6, 2023**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73<sup>rd</sup> Ave, Plantation FL- Council Chambers

### **BID REQUIREMENTS**

BID BOND – N/A

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – N/A

**Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not received electronically via Demand Star will be rejected.**

CONTACT PERSON: CHARLES SPENCER

EMAIL: [ESPENCER@PLANTATION.ORG](mailto:ESPENCER@PLANTATION.ORG)

PHONE NUMBER: (954) 797-2647

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**PROCUREMENT DEPARTMENT**



Procurement Department  
400 NW 73<sup>rd</sup> Avenue  
Plantation, FL 33317  
Telephone: (954) 797-2647  
Fax: (954) 797-2649

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# LEGAL ADVERTISEMENT

November 2, 2023

The Sun Sentinel  
333 SW 12 Avenue  
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Proposers in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

RFSP No. 005-24  
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES  
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Wednesday, December 6, 2023**. Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

**General Description of Scope of Services:**

- The City of Plantation is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

All questions may be addressed in writing to the Charles Spencer, Procurement Director, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4:30PM, Email: [Espencer@plantation.org](mailto:Espencer@plantation.org).

The City reserves the right to reject any and all proposals and to accept the one that is in the best interests of the City.

Yours Truly,

April Beggerow, City Clerk  
City of Plantation

Updated July 2023

## NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting proposals for **RFSP NO. 005-24; Speed Detection Camera System for School Zones**. The project will generally consist of, but is not limited to, the following:

- **The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agency. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Firm(s). The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.**

Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website ([www.demandstar.com](http://www.demandstar.com)) on or before the Proposal Opening time and date provided.

### **Important Time(s) and Date(s):**

- Proposal Opening: December 6, 2023 at 11:00am
  - Location: 400 NW 73<sup>rd</sup> Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original proposal security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73<sup>rd</sup> Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Director, Charles Spencer**, 400 NW 73<sup>rd</sup> Avenue, Plantation Florida 33317. Charles Spencer can be reached at 954-797-2647, Monday through Friday, 8AM to 4:30PM, Email: [ESpencer@plantation.org](mailto:ESpencer@plantation.org).

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

Updated July 2023

# GENERAL TERMS AND PROVISIONS

## 1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

**Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.**

## 2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

## 3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

## 4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

# GENERAL TERMS AND PROVISIONS

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

## 5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

## 6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website ([www.demandstar.com](http://www.demandstar.com)). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

## 7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

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## GENERAL TERMS AND PROVISIONS

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
  - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
  - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
  - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
  - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
    - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
    - b. The Proposer's compliance record with contract general conditions on other projects,
    - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
    - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
    - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
    - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
  - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
  - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
  - 7. The quality, availability and adaptability of the goods or services to the particular use required.
  - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

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## GENERAL TERMS AND PROVISIONS

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
  - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
  - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
  - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
  - d. Whether Proposer's contract on other projects has ever been terminated.
  - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

### 8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

### 9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

### 10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

### 11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

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# GENERAL TERMS AND PROVISIONS

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer 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. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

# GENERAL TERMS AND PROVISIONS

- A. 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 Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

## 19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

## 20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

## 21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

## 22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

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## GENERAL TERMS AND PROVISIONS

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director  
400 NW 73<sup>rd</sup> Avenue  
Plantation, FL 33317 *and/or via email:* [espencer@Plantation.org](mailto:espencer@Plantation.org).

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

# GENERAL TERMS AND PROVISIONS

## 29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
  - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

## 30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

## 31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

## 32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

## 33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

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## GENERAL TERMS AND PROVISIONS

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City 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 in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

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# GENERAL TERMS AND PROVISIONS

**CITY CLERK  
400 NW 73 AVENUE  
PLANTATION, FL 33317  
(954) 797-2237**

**[ABEGGEROW@PLANTATION.ORG](mailto:ABEGGEROW@PLANTATION.ORG)**

36. PUBLIC AGENCY CONTRACTING

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

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating 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.
- (c)
  - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
  - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
  - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

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## GENERAL TERMS AND PROVISIONS

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

### 38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

#### A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

#### B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

#### C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

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## GENERAL TERMS AND PROVISIONS

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. 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)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity 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. Entity 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. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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# GENERAL TERMS AND PROVISIONS

## GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature in Ink or Electronic)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

\_\_\_\_\_  
(Printed Title of Above Signer)

\_\_\_\_\_  
(Date Signed)

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

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

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

Notary Public Signature: \_\_\_\_\_

State of Florida at Large (Seal)

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

My commission expires: \_\_\_\_\_

*As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.*

# INSTRUCTION TO PROPOSERS

## 1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Firm: The Proposer with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents
- 1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

## 2. COPIES OF SOLICITATION DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or

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# INSTRUCTION TO PROPOSERS

misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

## 3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

- 3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.
- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

## 4. BASIS OF AWARD

- 4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

## 5. DEVIATION

- 5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

## 6. PACKING SLIPS AND INVOICES

- 6.1. The Proposer shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

## 7. COMPENSATION

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## INSTRUCTION TO PROPOSERS

- 7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73<sup>rd</sup> Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.
- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

### 8. GUARANTEES

- 8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

### 9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

- 9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the

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## INSTRUCTION TO PROPOSERS

work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

### 10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

### 11. SUBMISSION OF PROPOSALS

- 11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

### 12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

### 13. OPENING OF PROPOSALS

- 13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

### 14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the

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## INSTRUCTION TO PROPOSERS

work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

- 14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.
- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

### 15. INDEMNITY

- 15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records

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## INSTRUCTION TO PROPOSERS

in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

### 16. QUALIFICATIONS OF PROPOSERS

- 16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.
- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.
- 16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

### 17. BID SECURITY

- 17.1. **If required an original proposal security shall be provided.** The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required

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## INSTRUCTION TO PROPOSERS

Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

- 17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

### 18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.
- 18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

### 19. LIQUIDATED DAMAGES

- 19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City **\$100.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any

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## INSTRUCTION TO PROPOSERS

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extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

### 20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

### 21. CONTRACT TIMELINE

- 21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

### 22. CONTRACT SECURITY

- 22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of \$200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

**END OF SECTION**

# SCOPE OF SERVICES

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## **I. City's Intent**

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

## **II. Scope of Work**

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

## **III. Project Specific Requirements**

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

## SCOPE OF SERVICES

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- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

#### **IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:**

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

## SCOPE OF SERVICES

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- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
  
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
  - None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
  - Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

**END OF SECTION**

# PROPOSAL REQUIREMENTS

## RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar.com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

## SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

# PROPOSAL REQUIREMENTS

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4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

## TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

### **Section 1: INTRODUCTION LETTER (not to exceed three pages)**

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

### **Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)**

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the City of Plantation;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

### **Section 3: WORK EXPERIENCE**

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State

# PROPOSAL REQUIREMENTS

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of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

## **Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS**

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;

## **Section 5: LITIGATION AND TERMINATIONS**

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

## **Section 6: COST DETAIL**

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required.

END OF SECTION

# Proposal Evaluation Method and Criteria

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## **EVALUATION AND AWARD**

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

## **SELECTION COMMITTEE**

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

## **REVIEW OF PROPOSALS**

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

## **EVALUATION CRITERIA**

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

## **SELECTION**

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the



## **Proposal Evaluation Method and Criteria**

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short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

### **ORAL PRESENTATIONS**

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

### **FINAL SELECTION**

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

## Proposal Evaluation Method and Criteria

### EVALUATION CRITERIA

Criteria for Evaluation	Available Points
<p><b>Qualifications and Experience / Ability of Professional Personnel</b></p> <ul style="list-style-type: none"> <li>○ Availability of qualified personnel</li> <li>○ The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s support personnel and continuity of staff.</li> <li>○ Ability to perform additional services and provide technical support throughout the period of engagement</li> <li>○ Ability to meet set standards</li> <li>○ Previous contracting experience with the City and other governmental agencies</li> <li>○ Evidence of a capable and well-organized engagement team and management plan</li> <li>○ Evidence of insurance and/or bonding capacity</li> </ul>	25
<p><b>Quality of Services</b></p> <ul style="list-style-type: none"> <li>○ Conveyance of a willingness to work with City staff to maximize resources.</li> <li>○ The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully.</li> <li>○ High quality level of services to be provided to City</li> </ul>	20
<p><b>Technical Approach to the Project/Scope of Work</b></p> <ul style="list-style-type: none"> <li>○ Approach to the Project and Methodology</li> <li>○ Understanding of City needs</li> <li>○ Technical Soundness of the proposal</li> <li>○ Applicability of the services offered</li> <li>○ Meeting the City's operational requirements</li> <li>○ Timeline</li> <li>○ Features</li> <li>○ Adaptability to other ALPR Systems besides REKOR, Vigilant, FLOCK</li> </ul>	20
<p><b>Fee</b></p> <ul style="list-style-type: none"> <li>○ Revenue Split Amount</li> </ul>	25
<p><b>Other</b></p> <ul style="list-style-type: none"> <li>○ Overall completeness, clarity, and quality of proposal</li> <li>○ Location of firm</li> <li>○ Volume of Work in process</li> </ul>	10
<p><b>Maximum Technical Points</b></p>	<b>100</b>

**END OF SECTION**

# BID/PROPOSAL FORM

## ITB NO. 005-24 Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

*COMPANY NAME:* \_\_\_\_\_

### **Operating Model:**

1. Please describe your operating model including citation billing and remittance to the City.

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2. Please provide the revenue split the City will receive along with any other pertinent information.

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3. What automated license plate readers (ALPR) systems does your System/Firm merge with? Please circle one or more below.

FLOCK;    REKOR;    VILGILANT;    INSIGHT;    OTHER(S); \_\_\_\_\_

**This request is issued as no cost to the City and completely revenue funded for the contract.  
The City will not entertain any other pricing arrangement.**

**GUARANTEE OF PROPOSAL**

Name of Company: \_\_\_\_\_

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

\_\_\_\_\_  
City State Zip

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

Phone No.: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida:  Yes  No If yes, License #: \_\_\_\_\_

State of Florida Corporation ID # (From Secretary of State): \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

**IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Authorized Signature in Ink or Electronic)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

\_\_\_\_\_  
(Printed Title of Above Signer)

\_\_\_\_\_  
(Date Signed)

*By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.*

## ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

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I, \_\_\_\_\_, on this \_\_\_\_\_, day of \_\_\_\_\_, 2023 hereby  
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

\_\_\_\_\_.

Addenda Numbers Received:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME OF ABOVE: \_\_\_\_\_

TITLE OF ABOVE: \_\_\_\_\_

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

# PROPOSER'S CERTIFICATION

## (ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

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

SS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative \_\_\_\_\_

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_(Signature of Notary Public)

\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known \_\_\_\_\_ or product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ (NOTARY'S SEAL)

## (ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

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

SS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative \_\_\_\_\_

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_(Signature of Notary Public)

\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ or product identification \_\_\_\_\_

Updated June 2023

# PROPOSER'S CERTIFICATION

Type of identification produced \_\_\_\_\_ (NOTARY'S SEAL)

## ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

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

SS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative \_\_\_\_\_

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_(Signature of Notary Public)

\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known \_\_\_\_\_ or product identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_ (NOTARY'S SEAL)

# CORPORATE RESOLUTION

I hereby certify that I, \_\_\_\_\_, am the undersigned Secretary of \_\_\_\_\_ (The "Corporation") authorized to do business in the State of Florida, having its principle place of business at \_\_\_\_\_ . The Corporation is duly organized and existing under laws of the State of \_\_\_\_\_ and the following is true, accurate and complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said Corporation duly held \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that \_\_\_\_\_ (name), \_\_\_\_\_ (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, in its name and for its account for \_\_\_\_\_ (Project Title) and to take such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_



# CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a \_\_\_\_\_ corporation, do certify that \_\_\_\_\_ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (printed name) \_\_\_\_\_ am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of (Firm Name) \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

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

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

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

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

FIRM PROFILE

<p>1. Firm (or joint venture) Name &amp; Address</p>	<p>1e. Licensed to do business in the State of Florida          _____ Yes _____ No</p>
<p>1a. Firm is ___ National ___ Regional ___ Local           FEIN # _____</p>	<p>1f. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Firm is a County Certified Small Business ___ Yes ___ No           1c. Firm is a County Certified Disadvantage Business Enterprise          _____ Yes _____ No           1d. Firm is a Certified Minority Business _____ Yes _____ No</p>	<p>1g. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.</p>	
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p> <p>3a. Has this joint venture previously worked together? ___ Yes ___ No</p>	

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

**Sub Consultants:**

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_ Yes \_\_\_\_ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

# FORMS

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## FORM 3

### LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

\_\_\_\_\_ %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

\_\_\_\_\_ %

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

4. <u>Project Name &amp; Location</u>		<u>Project Owners Name &amp; Address</u>
<u>Project Manager:</u>		
<u>Completion Date (Actual or Estimated)</u>		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>
Entire Project \$	Work for which firm was/is responsible \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City 's Projects</u>		

FORM 5

Prime Consultant’s volume of work performed for the City of Plantation  
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City's future projects.

The foregoing is a statement of facts.

Signature \_\_\_\_\_ Telephone Number \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date:



## REFERENCES

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The Proposer shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

<b>PROPOSAL COMPANY NAME:</b>
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1. PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER REPRESENTATIVE: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

2. PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER REPRESENTATIVE: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

3. PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER REPRESENTATIVE: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)**  
**FLORIDA STATUTES**

**TO BE RETURNED WITH BID**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_).
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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 prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

# PUBLIC ENTITY CRIMES

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, and (Please indicate which additional statement applies.)

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

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

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

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 THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

**NOTARY SEAL**

**NOTARY PUBLIC:**

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires: \_\_\_\_\_

# DRUG-FREE WORKPLACE

## STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

### TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Date

# NON-COLLUSION CERTIFICATION

Fill in Form

## TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

**In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.**

NAME

RELATIONSHIP

\_\_\_\_\_

\_\_\_\_\_

**Witnesses:**

**BIDDER:**

Typed name: \_\_\_\_\_

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

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

Typed name: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

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

Revised July 2023

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

### WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

### PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - ( ) The reporting person;
  - ( ) The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - ( ) A child of the reporting person, whose name is \_\_\_\_\_.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
  - ( ) Supplying the following realty, goods, and/or services: \_\_\_\_\_.
  - ( ) Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:
 

\_\_\_\_\_.
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
  - ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
  - ( ) Other, please describe:

**PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY**

**WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - ( ) The reporting person;
  - ( ) The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - ( ) A child of the reporting person, whose name is \_\_\_\_\_.
  
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:
 

\_\_\_\_\_
  
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:
 

\_\_\_\_\_

(NAME OF ENTITY) (ADDRESS OF ENTITY)
  
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
  - ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
  - ( ) Other, please describe:

**SIGNATURE**

SIGNATURE	DATE SIGNED	DATE FILED
-----------	-------------	------------

**NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.**

# TRUTH IN NEGOTIATION STATEMENT

## TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

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

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by \_\_\_\_\_, (entity submitting sworn statement), whose business address is \_\_\_\_\_, and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_).
2. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of \_\_\_\_\_, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.



# TRUTH IN NEGOTIATION STATEMENT

---

## NOTARY BLOCK FOR AN INDIVIDUAL

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of personal acknowledging), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

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

## NOTARY BLOCK FOR A CORPORATION

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent), of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

My commission expires:

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

# TRUTH IN NEGOTIATION STATEMENT

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## NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (*date*) by \_\_\_\_\_ (*name of member, manager, officer, or agent, title of member, manager, officer or agent*), of \_\_\_\_\_ (*name of company acknowledging*), a \_\_\_\_\_ (*state or place of formation*) limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (*type of identification*) as identification.

My commission expires:

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

# INSURANCE REQUIREMENTS

## Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation 400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

## INSURANCE REQUIREMENTS

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Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit \_\_, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

**RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE  
TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)**

## INSURANCE REQUIREMENTS

TYPE OF INSURANCE	INS D	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Firms <input checked="" type="checkbox"/> Personal Injury  <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	✓	<input checked="" type="checkbox"/>	Bodily Injury	\$ 1 mil	
			Property Damage	\$ 1 mil	
			Combined Bodily Injury and Property Damage	\$ 2 mil	
			Personal Injury	\$ 1 mil	
			Products & Completed Operations	\$ 1 mil	
<b>AUTO LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	✓	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$ 1 mil</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$ 100k	
<input type="checkbox"/> <b>POLLUTION / ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	<b>Completed Value</b>
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>All engineering, surveying and design professionals.</b>	✓	<input checked="" type="checkbox"/>	If claims-made form:	\$ 1 mil	
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form:	\$ 1 mil	<b>Completed Value</b>
			Extended Reporting Period of:	3 years	
			*Maximum Deductible:	\$10 k	

SAMPLE

Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. \*Firm is responsible for all Deductibles.

**CERTIFICATE HOLDER:**

City of Plantation  
 400 NW 73<sup>rd</sup> Avenue  
 Plantation, FL 33317

# INSURANCE REQUIREMENTS

**Insurance Summary:**

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY OF PLANTATION  
Risk Manager

**City's Risk Manager hereby waives the following Insurance Requirements**

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

## Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

**Proposer's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Revenue Split the City Will Receive:** \_\_\_\_\_

**Plantation Local Business pursuant to City Code Section 2-227:** Yes  or No

**Disadvantaged Business Enterprise:** Yes  or No

**Submitted Forms:**

- |   |  |
|---|--|
| <input type="checkbox"/> Proposer Certification   | <input type="checkbox"/> Registered as a City of Plantation Vendor |
| <input type="checkbox"/> Proposal Form  | <input type="checkbox"/> Signed General Terms and Provisions       |
| <input type="checkbox"/> Addendums Acknowledge Form   | <input type="checkbox"/> Proposal Guarantee Form                   |
| <input type="checkbox"/> Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services |  |
| <input type="checkbox"/> Proposal Checklist and Summary Form  | <input type="checkbox"/> References                                |
| <input type="checkbox"/> Public Entity Crimes Forms   | <input type="checkbox"/> Drug Free Workplace Form                  |
| <input type="checkbox"/> Certificate of Insurance Requirements Form   | <input type="checkbox"/> Truth in Negotiation                      |
| <input type="checkbox"/> Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6  |  |
| <input type="checkbox"/> Corporate Resolution   | <input type="checkbox"/> Disclosure of Business Transaction Form   |

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

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