



Life's Just Better Here

REQUEST FOR PROPOSAL (RFP)

RFP NO. 2017-07

DEBT COLLECTION SERVICES

The City of Wilton Manors, Florida (herein referred to as "City") is requesting proposals from firms qualified and experienced in providing collections services for bad debt and past due accounts. The successful firm will enter in an agreement with the City for the subject services. It is the City's intent to secure such debt collection services in a manner that maximizes recovery and minimizes the City's out-of-pocket expenditure.

The City will receive proposals until 2:30 p.m. local time, on June 29, 2017, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. Responses received after this time and date will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the firms submitting proposals being read. Each copy of the proposals shall be bound in a single volume.

Questions concerning the scope of work, response submittal, or process must be e-mailed to Daren Jairam at djairam@wiltonmanors.com.

Copies of the RFP Documents may be obtained by e-mailing Daren Jairam at djairam@wiltonmanors.com or downloaded at www.wiltonmanors.com at no cost. The City is not responsible for expenses incurred prior to award by the City Commission. The City reserves the right to reject any and all responses and to waive any irregularities or informalities. We look forward to receiving your response.

REQUEST FOR PROPOSAL (RFP)



Life's Just Better Here

Subject: Debt Collection Services

RFP #: 2017-07

Due Date/Time: June 29, 2017, 2:30 p.m. Eastern Time

Submit To: City Clerk
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, FL 33305

**CITY OF WILTON MANORS
REQUEST FOR PROPOSAL FOR DEBT COLLECTION SERVICES**

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of the dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	May 24, 2017
Pre-bid Meeting	NA
Deadline for Questions	June 11, 2017
Response to Questions	June 15, 2017
Deadline for Submitting Proposals	June 29, 2017, 2:30 p.m.
Evaluation Committee Review	July 6, 2017
Select Short List for Presentations	July 6, 2017
Reference Checks	July 6, 2017
Presentations	TBD
Final Ranking and Selection	July 13, 2017
Contract Negotiation	July 13, 2017
City Commission Approval of Contract	Aug 15, 2017

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Section 1 – Introductory Material

1.1 STATEMENT OF PURPOSE

The City of Wilton Manors (the “City”) is requesting proposals from firms qualified and experienced in providing collection services for bad debt and past due accounts. The successful firm will enter into an agreement with the City. It is the City’s intent to secure such debt collections services in a manner that maximizes recovery and minimizes the City’s out-of-pocket expenditure. The City has not contracted debt collection services for over ten years. The City will turn over accounts for collection after they are delinquent for a period of 90 days. Routine debt accounts may include but will not be limited to the following:

- Utility bills
- Code enforcement fines
- Parking fines
- Returned checks
- Library fines

1.2 CONTRACT TERMS

The initial contract term is for three (3) years (“Term”) with the option to renew the contract for two (2) additional one (1) year periods. The option to renew may be exercised in the sole and absolute discretion of the City and will be in accordance with the same terms and conditions as during the Term.

1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is available at the City’s website: www.wiltonmanors.com. The City’s purchasing requirements are detailed in Sections 2-266 through 2-272 of the City’s Code of Ordinances, also available on the City’s website.

Section 2 – Statement of Work

2.1 SCOPE OF SERVICES

The services to be performed by the successful vendor will include the following:

- 2.1.1 Formally demanding payment of each collection item and seeking an arrangement satisfactory to the City under which the collection item will be paid;
- 2.1.2 Skip tracing on returned mail with collection efforts to follows, if necessary;
- 2.1.3 Handling and processing all customer calls;

- 2.1.4** Sending all notices to customers;
- 2.1.5** Receiving and processing all correspondence when applicable;
- 2.1.6** Receipt and processing of payments;
- 2.1.7** Reporting to major credit bureaus where appropriate; and
- 2.1.8** Maintenance of appropriate records, including auditable financial records and logs of customer complaints. The successful firm must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive but professional and courteous effort is made to collect the collection items without undue delay and to report promptly, completely and accurately all collection activities.

2.2 MINIMUM REQUIREMENTS

- 2.2.1** Collection service shall provide a secure website built for the submission and updating of claims.
- 2.2.2** Claim submission process must be flexible to the City's needs so that the City may enter individual claims online or send data for entry by the Proposer into their web-based system.
- 2.2.3** Proposer must remit collections to the City within thirty (30) days of receipt.
- 2.2.4** All collections must be made in accordance with the Fair Debt Collection Practices Act, Equal Opportunity Credit Act, the Fair Credit Billing Act, the Florida Consumer Collection Practices Act the American Collectors Association, Inc. and all other applicable federal, state, and local laws.
- 2.2.5** Proposer must be authorized to collect nationally and be licensed, registered and bonded in all states where required.
- 2.2.6** Proposer must be registered with the State of Florida in accordance with § 559.553, FL. Statute.
- 2.2.7** Proposer must be a member of the Florida Collector's Association, a unit of the American Collector's Association International.
- 2.2.8** Proposer must have a Florida-based account team designated for the City.

- 2.2.9** Proposer must provide sufficient amount of live on-site training or webinar to assist with collections successes of City's use of Proposer's service. Additional on-site visits to be provided as deemed necessary.
- 2.2.10** Proposer must provide a written in-depth description of methods and communications used in handling all City accounts and allow for customization of scripts and letters where requested.
- 2.2.11** Proposer must establish the following communication links to facilitate customer access and communication:
 - 2.2.9.1 A designated hotline for the debt collection program.
 - 2.2.9.2 A fax number for inquiries and orders.
 - 2.2.9.3 A designated e-mail address for general inquiries.
- 2.2.12** Proposer must provide online access to case information regarding activities and management reports.
- 2.2.13** Proposer shall have the ability to accept and update daily adjustments to amount and/or due dates.
- 2.2.14** Proposer shall have the ability to accept a previously recalled record back as an active account.
- 2.2.15** Proposer shall provide the City a periodic listing of address updates on debtors when the Proposer locates and confirms validity of new addresses.
- 2.2.16** Proposer shall provide electronic and prompt remittance of collections and all substantiating documentation to the City in Microsoft Excel file.
 - 2.2.16.1 Electronic transmission of previous month's collection data shall be received no later than 5 (five) days of the following month.
 - 2.2.16.2 Send funds via Electronic fund transfer (EFT) to the City for the previous month's collections no later than five (5) days of the following month.
- 2.2.17** Proposer shall provide easily accessible web access to real-time account status by multiple City staff simultaneously.
- 2.2.18** Proposer shall provide periodic performance and management reports detailing individual account information in accordance with Section 2.2.21.

- 2.2.19** Proposer shall refer any debt it deems collectible through litigation to the City for authorization to pursue collection efforts.
- 2.2.20** The City will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Proposer for collection of past due accounts.
- 2.2.21** Proposer shall provide the following reports, and make available on a secure website, in Microsoft Excel file to the City for each account assigned to the Proposer.
- 2.2.21.1 Acknowledgement Report – Number of files and dollar amount received from the City upon receipt of electronic file: **Weekly**
 - 2.2.21.2 Collection Report – Number of accounts/Listing of accounts and amounts remitted, and date of collection: **Daily**
 - 2.2.21.3 Cancel and Return Report Inventory Listing: **Weekly**
 - 2.2.21.4 Inventory Listing: **Weekly**
 - 2.2.21.5 Credit Report Service Notification: **Weekly**
 - 2.2.21.6 Other reports that may directly relate to the scope of services or other such reports mutually agreed upon maybe requested as needed.
- 2.2.22** Proposer will describe forms of payment allowed for payment by debtors. If the Proposer allows payment by check, the Proposer will specify the period for check clearance and remittance to the City. The debtor will also be informed of this time period.
- 2.2.23** Proposer shall provide information detailing experience in providing the same or similar services as outlined in the RFP to public sector entities and non-profit organizations. This description should include the names of the key person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work.
- 2.2.24** Proposer shall return to the City at no charge or billed commission any account that was placed in error, or any account previously submitted but requested “Returned” by the City for City and/or legal follow up and collection.
- 2.2.25** Proposer shall accept any account submitted to the agency regardless of account amount or age of receivable.

- 2.2.26** Proposer shall provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.
- 2.2.27** The Proposer shall maintain confidentiality of all documents and information provided by the City, except as to disclosure required by State and Federal laws and regulations.
- 2.2.28** The Proposer shall accept referrals/accounts from the City only through the Finance Director or his or her designee. The Proposer shall not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City shall provide copies of documentation as required by the Proposer to respond to debtors' requests. The City will make every effort to provide all pertinent information to the Proposer through the account referral data in a format approved by the City. The Proposer shall not have authority to accept a compromise settlement on any account without written consent of the Finance Director or his or her designee. This consent may be accomplished by setting parameters in which the Proposer may accept a settlement without permission.
- 2.2.29** Collection Fees/Costs
- a. For all Accounts referred by the City, unless otherwise instructed by the Finance Director or his or her designee, the Proposer fee shall be added by the Proposer to the amount of the debt owed to the City. The City will not be responsible for any fees.
 - b. This fee must be collected by the Proposer from the debtor, and deducted by the Proposer prior to remitting the principal amount to the City, as presently authorized by state law.
 - c. If an account is reduced or cancelled by the City, no collection fee will be due the Proposer for the amount so reduced or cancelled or as otherwise stated in the contract.
 - d. If the bankruptcy court discharges the Proposer's fee, the Proposer shall be entitled to a percentage equal to the Proposer's fee of the non-dischargeable debt collected. The Proposer shall deduct this amount prior to remitting the remaining principal amount to the City.
 - e. Should there be changes in laws or City policy that allows a different method for recovering collection of Proposer fees, the Proposer shall modify its methods accordingly, upon instruction from the Finance Director or his or her designee and execution of an amendment(s) to the Contract(s).

2.2.30 If a partial payment is collected, the Proposer shall remit the City's share first and then continue to collect its fee. For example, if the amount owed the City is \$100 and the collection fee is \$20 (total due of \$120) and \$90 is collected, the Proposer would remit the \$90 and continue to collect on the balance including the fees of \$30 (\$120-\$90).

2.2.31 If the Proposer receives payment from a debtor who owes money to other parties not related to the City, the Proposer shall pay the City first, unless specifically directed otherwise by the debtor.

2.2.32 Reporting to Credit Bureaus: The Proposer shall report all uncollected accounts to the major credit bureaus. Such reporting must be in accordance with all applicable Federal and Florida laws including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, the Fair Credit Billing Act, Regulations and the Consumer Credit Protection Act, as now in effect or hereafter amended. The Proposer shall not report accounts to the credit bureaus until the Proposer has worked the account for at least 60 days. At the request of the Finance Director or his or her designee, the Proposer shall remove an account notification from all affected bureaus and provide a copy of that notification to the Finance Director or his or her designee. In accordance with the Fair Credit Reporting Act, the City requires that accounts be cancelled from each credit bureau upon request of the Finance Director or his or her designee.

2.2.33 Disputed Accounts

a. The Proposer shall accept and process all written disputes in compliance with all Federal and State laws. The City will work with the Proposer to validate the debt.

b. The Proposer may not assign or subcontract any portion of its contract with the City without the written consent of the Finance Director or his or her designee.

c. A minimum amount may be set by the City for credit bureau reporting.

Section 3 – Procurement Instructions

3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Daren Jairam at djairam@wiltonmanors.com by **June 11, 2017**. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on **June 15, 2017**. It will be the responsibility of the Proposer to review

the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after **June 11, 2017** may not be answered. Only written questions answered by a formal written Addendum will be binding.

3.2 SUBMISSION OF PROPOSAL

3.2.1 Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3 along with a single CD or flash drive containing the RFP response in Adobe PDF format. All copies and the CD or flash drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

3.2.2 Sealed proposals must be received on or before **June 29, 2017 at 2:30 PM (Eastern Time)**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

3.2.3 On the envelope containing the proposal the following shall be written in large letters:

Proposal For:	Debt Collection Services
RFP Number:	RFP# 2017-07
To Be Opened:	June 29, 2017 at 2:30 p.m.

3.2.4 Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.

3.2.5 All proposals that are not submitted in the required format or are missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website (www.wiltonmanors.com) or by sending an email to djairam@wiltonmanors.com. All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.

- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.
- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the lowest , responsive and most responsible Proposer includes, but is not limited to, cost, whether Proposer meets the City's published requirements, the Proposers experience, skill, ability, financial capacity, references, and any other factors which could reasonably be asserted as being relevant to successful performance.
- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straight forward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from [Daren Jairam, Purchasing Coordinator](#), at djairam@wiltonmanors.com or on www.wiltonmanors.com.
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.

3.2.20 Proposer's Responsibility to Be Informed - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

3.2.21 Cone of Silence - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee at the beginning of the first meeting of the selection committee or at the time of the opening of submission of the bids, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, [Daren Jairam](mailto:djairam@wiltonmanors.com) at djairam@wiltonmanors.com. Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3.3 FORMAT AND CONTENTS

3.3.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.3.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.3.3 Tab 2 - Letter of Transmittal

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.3.4 Tab 3 - General Information

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.3.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.3.5 Tab 4 – Project Approach

3.3.5.1 Describe in detail your proposal to fulfill the requirements of the scope of services.

3.3.5.2 Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

3.3.6 Tab 5 – Experience and Qualifications

3.3.6.1 Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.

3.3.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP.

3.3.6.3 Provide a minimum of five (5) references with all contact information including telephone number and email address. If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum requirement similar to the City.

3.3.7 Tab 6 – Pricing and Payment Terms

3.3.7.1 Fees shall be proposed as percentages of gross collections of collection items. Such percentages may vary depending on the amount of the

collection item to be collected and on the expected amount of work involved in effecting collection.

Fees shall be charged only as a percentage of the gross amount of collection items actually collected. Such fees shall be paid only with respect to the amounts of collections actually remitted to the City. The City will not award a fee account.

Discussion of fees should include any distinction in fees regarding those accounts requiring legal action versus those not requiring legal action.

3.3.7.2 Indicate whether or not the Proposer is willing to accept payment via the City's Purchasing Card program.

3.3.8 Tab 7 – Legal and Contract Matters

3.3.8.1 List by case name and case number all pending litigation in which proposer is involved as party or proposer's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations proposer is involved in as a party and include name and address of the arbitrator(s) for each.

3.3.8.2 Within the last three (3) years, have any of your firm's contracts for debt collection services been considered in default, suspended or terminated for cause? If so, please attach an explanation of the matter(s), including the name of the client and contract information.

Section 4 – Review and Evaluation Process

4.1 REVIEW AND EVALUATION

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

4.1.1 The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.

- 4.2** The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 4.1.2** The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 4.1.3** Contract negotiations will then be conducted with the First Ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 4.1.4** The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
- 4.1.5** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Submission of all required Forms and Documents as indicated in Section 3.3.	Pass/Fail
2	Attachment A – Non-Discrimination Affidavit	Pass/Fail
3	Attachment B – Domestic Partnership Affidavit	Pass/Fail
4	Attachment C – Non-Debarment Affidavit	Pass/Fail
5	Attachment D – Drug-Free Workplace Certification	Pass/Fail
6	Attachment E—Non-Collusive Affidavit	Pass/Fail
7	Experience and Qualifications	40
8	Project Approach	30
9	Pricing	30

- 4.1.6** Tie Bids – If the determination of the lowest responsive, responsible bidder results in a tie, the provisions of Section 2-268 (e)(8) of the City’s Code of Ordinances must be followed.

Section 5 – General Terms and Conditions

5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

- 5.1.1 Non-Discrimination** - Section 2-269 of the City’s Code of Ordinances states in part:

All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder.

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-269. .

- 5.1.2 Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.
- 5.1.3 Domestic Partnership Affidavit** – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.
- 5.1.4 Suspension or Debarment** - The proposer certifies that by submitting this bid or proposal neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.
- 5.1.5 Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.
- 5.1.6 Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 5.1.7 Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 5.1.8** This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.
- 5.1.9 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** – the City encourages the active participation of minority

businesses, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

5.2 APPLICABLE LAW AND VENUE

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and any Proposer shall be brought in Broward County, Florida.

5.3 CONDITIONS OF PROPOSALS

5.3.1 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

5.3.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

5.3.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection.

5.3.4 Award Presentation – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

5.4 TERMS AND CONDITIONS OF AGREEMENT

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

5.6 EXECUTION OF AGREEMENT

The first ranked Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.7 CONFLICT OF INTEREST

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

5.9 PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, 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 §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a Proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor, or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

5.11.1 The first ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the first ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida
- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:
\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Proposer in the performance of the work with the following minimum limits of liability:

\$ 500,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
---------------	---
- (d) Professional/Errors & Omissions - \$250,000.00
- (e) Employee dishonesty/theft - \$250,000

- 5.11.2** ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Proposer receives notice of cancellation from its insurance company, the Proposer shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.
- 5.11.3** The Proposer shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.
- 5.11.4** The Proposer shall not commence work under the Contract until obtaining all of the minimum insurance herein described.
- 5.11.5** The Proposer agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.
- 5.11.6** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.
- 5.11.7** The first ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

5.12 CODE OF ETHICS

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

5.13 PATENTS, ROYALTIES, AND COPYRIGHT

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.14 INDEMNIFICATION

5.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, first ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the first ranked Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

5.14.2 The first ranked shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

5.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the first ranked Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

5.15 WARRANTIES

5.15.1 Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision

of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

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

5.15.3 Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

5.15.4 All warranties made by Proposer together with service warranties and guaranties shall run to City and the successors and assigns of City.

5.16 PUBLIC RECORDS

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

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

5.16.2 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;

5.16.3 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, Proposer shall destroy all copies of such confidential and exempt records remaining in its possession after the Proposer transfers the records in its possession to the CITY; and

5.16.4 Upon completion of the contract, Proposer shall transfer to the CITY, at no cost to the CITY, all public records in Proposer's possession. All records stored electronically by Proposer 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.

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

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

**CITY CLERK
2020 WILTON DRIVE
WILTON MANORS, FLORIDA 33305
(954) 390-2123
ksims@wiltonmanors.com**

Section 6 – Summary of Bad Debt

	Number of Cases	Dollar Amount
Parking Fines	5,372	\$307,777
Utility Bills	620	\$158,377
Library Fines	3,159	\$56,613
Code Enforcement Fines	Undetermined	Undetermined

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2017, by _____.

Signature of Notary Public

____ Personally known, or

____ Produced Identification

Type of ID Produced

ATTACHMENT B

DOMESTIC PARTNERSHIP CERTIFICATION FORM

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”

By: _____

Title: _____

Company: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn, to and subscribed before me this _____ day of _____, 2017,

by _____.

Signature of Notary Public

_____ Personally known, or

_____ Produced Identification

Type of ID Produced

CITY OF WILTON MANORS, FLORIDA

ORDINANCE NO. 2013 – 0013

(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)

Effective October 1, 2013 . . .

Section 3: Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

Section 2-268(v).

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or

(2) A dependent as defined under IRS regulations; or

(3) A ward of a domestic partner as determined in a guardianship proceeding.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

Equal Benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

2. Equal Benefits Requirements.

A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.

B. As part of the solicitation response, the Contractor shall certify that the Contractor:

1. Currently complies with the conditions of this Section; or

2. Will comply with the conditions of this Section at time of contract award; or

3. Will not comply with the conditions of this Section at time of contract award; or

4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. Exception and Waiver. The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section

under the following circumstances:

1. Where only one (1) solicitation response is received;
 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. Grandfather. It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

ATTACHMENT C

Page 1 of 2

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and

2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and

3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and

4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2017, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT D

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 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 tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT E
NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of

_____ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Title: _____

Company: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn, to and subscribed before me this _____ day of _____, 2016,

by _____.

Signature of Notary Public

_____ Personally known, or

_____ Produced Identification

Type of ID Produced