



## **REQUEST FOR PROPOSALS**

RFP# 032919

**SOLID WASTE CONTINUING CONSULTING SERVICES**

CITY OF OAKLAND PARK  
FINANCIAL SERVICES/PURCHASING DIVISION  
3650 NE 12 AVE  
OAKLAND PARK, FL. 33334  
MAGGIE TURNER – PURCHASING MANAGER  
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EMAIL: [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov)

**SECTION I**  
**INSTRUCTIONS TO PROPOSERS**

The following instructions are given for guiding proposers in properly preparing their proposals.

1. **GENERAL:** For information concerning procedures for responding to this Request for Proposal (RFP), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Proposal documents are available for download via DemandStar.com. Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.
  2. **SCOPE OF WORK:** The City is seeking a qualified independent consultant to review and assess the current operational functions, organizational structure, and level of staffing and make recommendations that will enhance the organizational operations for current and future needs. Potential project tasks are listed in more detail in Section II Scope of Services.
  3. **PERSONAL INVESTIGATION:** Proposers will satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to existing, future, unforeseen, conditions affecting the proposed work and the cost of it. No information derived from maps, drawings, and specifications or from the City officials will relieve the Proposer from any risk or from the fulfilling of all terms of the contract. The Proposer will be responsible for all unforeseen delays, and adequate time scheduling, required in the development of the project. The Proposer will be responsible for all fees and permits required for this project.
  4. **PRINTED FORM OF PROPOSALS:** All proposals must be made upon Proposal Documents, attached. Proposals must be signed and acknowledged by the Proposer according to the directions in this Request for Proposal (RFP). Design documents and all other materials relating to the design portion of this proposal may be submitted in the Proposer's chosen format.
  5. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The City, in its sole discretion, reserves the right to accept or reject any proposal in the best interests of the City. Proposals are subject to review, evaluation, and revision. **Refinement of changes to layouts and elements of the proposal may be made by the City during the pre-proposal process any time until 72 hours preceding the date of opening. Addenda will be issued following such revisions**
  6. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions must be made in writing, to the contact person named on the title page of this document. Additional information will only be transmitted via a written addendum.
  7. **DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
  8. **INSURANCE REQUIREMENTS:** The Proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least rating of "A" in the latest edition of "Best Key Rating Guide", published by A.M. Best Company
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- A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.
- B. Workers compensation insurance to apply for all employees of the contractor, subcontractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include, Employers' Liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
- C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;
- D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;
- E. Business Automobile Liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising as a result from Proposers performance and furnishing of the work and Proposers other obligations in the Contract Documents.
- G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days notice of cancellation and/or restriction.
9. **PROOF OF INSURANCE:** The Proposer will furnish to the Project Manager, Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies in effect but will also refer specifically to this contract and will state that such insurance is as required by this contract.
10. **PROPOSER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each Proposer and determine to its satisfaction the competency of each to undertake the project. The Proposer will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or State regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the Proposer.
11. **ANNUAL APPROPRIATION OF FUNDS:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.
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12. **VENUE:** Any agreement resulting from this RFP shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

13. **CONTRACT AWARD TERMS OF AGREEMENT:** The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The Proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals. The City reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

14. **RIGHT TO WAIVE AND REJECT:** The City, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential Proposers.

There is no obligation on the part of the City to award the proposal to the lowest Proposer, and the City reserves the right to award the proposal to Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

The City specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true price of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

15. **DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal or proposals:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the Proposer has a financial interest in the firm of another Proposer for the same work.

C. Evidence of collusion among Proposers. Participants in such collusion will be ineligible as Proposers for any future work of the City until such participant has been reinstated as a qualified Proposer.

D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for proposals.

F. Default under previous contract.

16. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:** Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Proposer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), gender identity, gender expression, 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.

17. **DOMESTIC PARTNER BENEFITS REQUIREMENT:** Effective November 7, 2012, Ordinance 2012-28, requires City Contractors to provide equal benefits for domestic partners. The Ordinance requires that all Contractors, with 25 or more employees contracting with the City in an amount over \$100,000, provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the Ordinance.

18. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

19. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the Proposer is responsible for herein and all facilities and the performance of all labor and services, including design costs necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents. Partial payments will be made on a progress basis that will be determined during negotiations. Any payment schedule includes a provision for retainage.
20. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.
21. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

22. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
23. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.

24. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.
25. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.
26. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

27. **SCRUTINIZED COMPANIES LIST:** In accordance with Florida Statue 287.135, as amended, principals or owners listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria are prohibited from submitting a bid, proposal or response to a solicitation for goods or services

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

28. **PROPOSAL SUBMISSION DEADLINE AND OPENING:** Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave. Oakland Park, Florida until 2:30 PM, EST March 29, 2019. The proposals will be opened and read aloud shortly thereafter. One (1) electronic readable CD or flash-drive copy, one (1) original and five (5) copies of proposals must be presented in a sealed envelope and identified with the following information: **“Solid Waste Continuing Consulting Services RFP #032919.** The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the City.
29. **REFERENCES**  
As part of the proposal evaluation process, the City shall conduct an investigation of references. Proposer’s submission of a proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

## SECTION II OVERVIEW / SCOPE OF WORK

### **Purpose**

The City is seeking a qualified independent consultant for Solid Waste Continuing Consulting Services to include but not be limited to waste generation studies, waste characterization studies, waste management plans and reports, program design, implementation & monitoring, grant writing, ordinance preparation & implementation, business waste assessments & technical assistance, rate studies, collection service & facility development procurements, privatization studies, hauler audits, review and assessment of current operational functions, organizational structure, and level of staffing audits. Additionally, the selected firm may be asked to make recommendations that will enhance the organizational operations for current and future needs and provide professional technical services associated with the City's existing collection services to residential and commercial customers.

A series of potential work efforts have been defined below to allow the City to evaluate the existing services and provide recommendations that may improve operational efficiency, minimize waste, increase recycling rates and enhance cost savings and revenues. With the cooperation of the City's Finance Department, this review may be used to also assess the City's current fee structure for both residential and commercial solid waste collection services.

### **Scope of Services**

The City of Oakland Park anticipates the work could potentially include the following basic Scope of Services; however, the City of Oakland Park encourages consultants interested in providing this service to present innovative solutions based on past experience and knowledge.

The City of Oakland Park is seeking a qualified consultant to provide the objectives listed below, which may not include all of the tasks that will be required to perform a complete analysis requested of the consultants. Below are some of the anticipated tasks, although these may be adjusted based on technical input from the selected consultant. A final Scope of Services will be established with the selected consultant.

- Waste Generation Studies
- Waste Characterization Studies
- Waste Composition Studies
- Recyclable Materials Audits
- Business and Institutional Waste and Recycling Audits
- Collection System Optimization and Technology Upgrade
- Market Analysis and Feasibility Studies
- Waste Management Plans and Reports
- Program Design, Implementation & Monitoring
- Grant Writing
- Ordinance Preparation & Implementation
- Business Waste Assessments & Technical Assistance
- Rate Studies

- **Collection Service & Facility Development Procurements**
- GIS & Computer-Optimized Routing
- Privatization Studies
- Hauler Audits

### **Deliverables**

The contractor's overall responsibility will be to plan, execute, and document any of the tasks described above after written authorization from the City. All stages of the work will be closely monitored by the City, and all documentation of the work will be subject to the City's review. The contractor should informally discuss potential findings with City personnel as they arise in order to prevent misunderstandings that can negatively impact work progress. The contractor shall keep City personnel updated on work progress a minimum of once a week.

Findings and recommendations should be drafted as the work progresses to avoid a lengthy reporting process at the end of the work. Once the work is completed and a complete report with documentation supporting conclusions and recommendations is drafted, the contractor will be expected to work with the City to obtain management's input on the findings and to be available during the reporting phase and after work product issuance to address questions arising from elected officials and other interested parties.

The Contractor shall include, as applicable, in the final written report supporting documentation, graphs, photographs, a bibliography, and any other materials pertinent to and in support of the conclusions outlined in the work product. Preliminary written draft reports will be required by the City for review and modification prior to developing a final draft report.

### **AGREEMENT, DURATION AND SCHEDULE**

This Agreement shall be governed by and construed according to the laws of the State of Florida. Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect for a period of 24 months from the date of execution of this Agreement with an option to renew for a period of 24 additional months. Job classification hourly rates (Attachment "A") will remain constant for the first 24 months of the Agreement.

Each project requires an individual NTP and, in addition, the CITY reserves the right to add to, delete from or substitute in the contract one or more of the potential projects listed above. The Agreement may be renewed for an additional 2 years by written agreement between both parties.

### SECTION III PROPOSAL SUBMITTALS

For the proposal to be considered, one (1) electronic (readable CD or flash-drive) copy, one (1) original **marked "ORIGINAL"**, and four (4) copies of the proposal must be received in the City of Oakland Park's City Clerk's Office, on or before 2:30 P.M. March 29, 2019.

Proposers shall include the following information in their proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

#### **TAB 1**

**Title Page:** Title Page shall show the Request for Proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

**Firm and Team Specifics:** Provide a brief history of the firm. Indicate the firm's background in providing these services to governmental entities. Provide a description of the Proposer's ability to meet the requirements of the RFP. Indicate members of the firm who will have primary responsibility for the City's contract, including the designated project manager, and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

#### **TAB 2**

**Proposed hourly rates ( attachment A)**

#### **TAB 3**

**Approach to Handling of Potential Projects:** Describe your proposed approach to the project(s) that may be assigned to your firm. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview on your proposed vision, ideas and methodology.

#### **TAB 4**

**References:**

Should be of projects with similar scope as indicated. Information should include:

- \* Client Name, address, phone number.
- \* Description of work.
- \* Year the project was completed.

#### **TAB 5**

**Additional Required Proposal Submittal Forms:** The attached Proposal Certification Form Sworn Statement regarding Public Entities Crimes, Non-Collusion Form, Domestic Partner Certification Form must be completed and submitted. (Forms are attached at the end of this RFP).

**Attachments:** Additional information, which the Proposer feels will assist in the evaluation should be included.

SECTION IV  
TIMELINE / EVALUATION AND SELECTION PROCEDURES

REQUEST FOR PROPOSAL TIME LINE

The **anticipated** schedule for this RFP is as follows; all dates are tentative and subject to change.

Proposal Issue Date	03/06/19
Deadline for Questions/Additional Info	03/18/19
Addendum Issued (if applicable)	03/20/19
Proposals Due	03/29/19 2:30 PM
City Commission Consideration	TBD

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who are deemed to be responsive and responsible, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

- 1) Responsiveness of the proposal related to the Scope of Work
- 2) The ability, capability and skill of the Proposer to perform the contract
- 3) Whether the Proposer can perform the potentially requested work without delay or interference.
- 4) The quality, availability and adaptability of the supplies or contractual services to the particular use required
- 5) The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the commodities or service
- 6) The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
- 7) Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill
- 8) The quality of performance of previous contracts
- 9) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract
- 10) The number and scope of conditions attached to the proposal
- 11) Responsiveness of client references
- 12) Such other information as may be secured

## CRITERIA

Responsive and responsible Proposer will have their proposals evaluated and scored for technical response, qualifications and experience, quality of proposal, and cost. The following represent the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

### **Qualifications of firm and project team:**

To include years of experience, Personnel used for the project, project manager, etc.	40
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<b>Proposed Costs</b>	20
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<b>Approach to the Handling of Potential Projects</b>	25
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<b>Previous Similar Projects / References</b>	15
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<b>TOTAL</b>	100 %
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The City reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities in any Statement of Qualifications or in the RFP procedures, to accept or reject any item or combinations of items and to make awards in the best interests of the City. The award will be to the firm(s) whose Statement of Qualifications complies with all material requirements set forth in this RFP and whose /Statement of Qualifications, in the opinion of the City, is the best, taking into consideration all aspects of the Proposer's response.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Proposers with an opportunity to answer any questions the City may have on a Proposer's submittal.

## SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the City will schedule the top ranked firm(s) for oral presentations/interviews.

SECTION V  
PROPOSAL FORMS

**RFP # 032919**

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. She/he is an officer of the organization.
- b. She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

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Authorized Signature

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Printed Name & Title

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Company Name

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Company Address

---

City, State, Zip Code

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Date

---

Phone Number

---

Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer \_\_\_\_\_

Business address \_\_\_\_\_

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the 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 to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

**Please check the appropriate paragraph below:**

- ☐ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime after July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or Contractor. A determination has been made pursuant to Section 287.133(3) by order

of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement

\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(affix seal)

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

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park 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 influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME

RELATIONSHIPS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NONE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_

(affix seal)

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

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**  
THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL  
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

**Please check only one below**

- ☐ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

**Please check only one below**

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation \_\_\_\_\_,

(Attach explanation of its applicability).

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Proposer)

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

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

by \_\_\_\_\_, to me personally known \_\_\_\_ or produced

Identification \_\_\_\_ type of identification produced: \_\_\_\_\_

\_\_\_\_\_ My commission expires:\_\_\_\_\_ Signature  
of Notary Public

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Print name of Notary Public

# CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

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

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

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

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

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

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

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COMPANY NAME

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SIGNATURE

---

PRINT NAME

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TITLE

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

## ATTACHMENT A

### SCHEDULE OF HOURLY RATES

#### Schedule of Hourly Rates\*

Staff Title	Hourly Rate

*\*Rates for other categories will be negotiated as requested by the City of Oakland Park on an as needed basis. Subconsultant fees, as needed and approved by the City, will be billed at direct cost.*