



REQUEST FOR PROPOSALS

RFP#092721

Affordable Housing & Economic Development
Planning Consulting Services

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL. 33334
KERRI ANNE FISHER – PURCHASING MANAGER
PHONE: 954-630-4257
EMAIL: kerri.fisher@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. **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.
3. **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.
4. **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**
5. **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.
6. **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.
7. **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
 - A. Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of 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.

8. **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.
9. **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.
10. **ANNUAL APPROPRIATION OF FUNDS:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.
11. **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.

12. **CONTRACT AWARD TERMS OF AGREEMENT:** The City anticipates entering into a contract with the Proposers who submit the proposal judged by the City to be most advantageous. The City anticipates awarding contracts to more than one firm.

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.

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.

13. **TERM OF AGREEMENT:** The initial Contract shall be a three-year (3) fixed-price contract. The City shall have the option to extend the Contract for two (2) additional three-year periods, at terms and conditions mutually acceptable to both parties. Award of any contract is contingent upon appropriation of sufficient budgeted funds.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

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.

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

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov**

- 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. **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 or Cuba are prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

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 or Cuba.

27. **E-VERIFY**: Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - B. All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

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, September 27, 2021. The proposals will be opened and read aloud shortly thereafter. One (1) electronic flash-drive copy, one (1) original and three (3) copies of proposals must be presented in a sealed envelope presented in a sealed envelope and identified with the following information: **"Affordable Housing Economic Development Planning Consulting Services RFP 092721."** 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 Proposer's qualifications.

SECTION II OVERVIEW / SCOPE OF WORK

The City invites qualified firms to submit proposals for Affordable Housing and Economic Development Planning Consultant Services. The City may retain more than one firm to provide these services. The selected “Consultant(s)” will act as a technical resource for City Staff. The selected “Consulting Team(s)” shall have the capability and experience to integrate basic planning practices (social, environmental and economic disciplines) into studies and activities related to economic development and affordable housing matters, including the ability to proactively engage residents and interested stakeholders in the City as needed.

The proposed technical staff should be composed of experienced planners, economists, real estate/development consultants, and related professionals with multi-disciplinary backgrounds that includes, but is not limited to, expertise in affordable housing, workforce housing, real estate analysis, economic development, public-private partnerships, community redevelopment, neighborhood revitalization, economic incentives, federal/state/other funding opportunities, and related matters. The level of expertise needed requires that consulting teams have a thorough understanding of planning/economic development/real estate/housing concepts, theories and best practices, complex research and statistical analysis, project implementation, comprehensive planning, and economic analysis. Familiarity with the South Florida area is highly desired, specifically Broward County.

Work will be assigned on a task-order basis. The services may be project-specific (including cost recovery assignments) or support for day-to-day operations of the Community and Economic Development Department.

Selected “Consultant(s)” must have the technical capabilities and in-house resources readily available to meet the requirements of this scope. In addition, the “Consultant(s)” may be asked to assist the City in project coordination meetings with other municipalities, regulatory agencies, developers, and local, state, and federal agencies; prepare communication strategies and/or protocols to engage City residents and interested stakeholders in the planning process; and assist the City’s staff to coordinate events, project meetings and formal presentations for specific project or community functions sponsored by the City of Oakland Park.

SECTION III PROPOSAL SUBMITTALS

For the proposal to be considered, one (1) electronic copy, one (1) original **marked “ORIGINAL”**, and three (3) 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. September 27, 2021.

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.

TAB 2

Summary of Qualifications: 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, and provide a resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

TAB 3

Proposed Cost: Attach a rate schedule that includes an hourly fee per staff title/member. Include an itemized listing of any other direct and indirect costs.

Tab 4

Additional Required Proposal Submittal Forms, Addenda Acknowledgements (if applicable), Proposal Form, Public Entity Crime Form, Non Collusion Affidavit, E-verify certification form, Scrutinized Companies certification form, References (minimum of 3), and a copy of Business Tax Receipt.

SECTION IV TIME LINE/ 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	09/03//21
Deadline for Questions/Additional Info	09/15/21 4:00 PM
Addendum Issued (if applicable)	09/17/21
Proposals Due	09/27//21 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.

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	25%
<ul style="list-style-type: none">• Background & history of firm• Firm's years of experience	
Qualifications and experience of project team	25%
<ul style="list-style-type: none">• Experience of key individuals who are assigned to City's project• References from previous clients of similar engagements	
Proposed Cost	20%
<ul style="list-style-type: none">• List of positions with hourly rates	
Quality of Proposal	30%
<ul style="list-style-type: none">• Completeness of Proposer's submittal• Degree to which it complies with all the requirements and requests for information	

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

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.

Authorized Signature

Printed Name & Title

Company Name

Company Address

City, State, Zip Code

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 subsequent to 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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

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.

SIGNATURE

PRINT NAME

COMPANY NAME

TITLE

(Must be executed and returned with attached proposal to be considered)

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Statute, "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

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 _____

Print name of Notary Public