CITY OF WILTON MANORS OFFICE OF THE CITY CLERK 2020 WILTON DRIVE WILTON MANORS, FL 33305 Ph: (954) 390-2123; Fax: (954) 390-2199 CITY OF WILTON MANORS
INVITATION TO BID

ISSUE DATE: Sep. 26, 2012 PAGE 1 OF 25

BIDS MUST BE RECEIVED PRIOR TO 2:00 P.M.
ON: December 20, 2012

TITLE: Computer Support

Bidder Must Complete the Following: Total Bid Discount (section 1.04) Vendor Name Vendor Contact Person Street Address Bids are firm for Acceptance for 90 days (see Section 1.05) City, State, Zip Yes No Other (See General Conditions Section 1.01) If this Invitation was mailed to an incorrect address. State or reference any variances (see Section 1.06) Mark "X" here ____ and we will adjust our records. Area Code and Telephone Number: () _____ Vendor Web Site Address: (800) http://____ FAX () ______ NO BID - If not submitting a bid, state reason below and EMAIL return one copy of this form (see Section 1.07): Delivery - Calendar Days After Receipt of Purchase Order (Section 1.02): ____ Days Payment Terms (see Section 1.03): _____%, Net _____ How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his or her bid reaches the City of Wilton Manors, Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305, prior to the bid opening date and time listed. DO NOT submit by facsimile (fax) or email. Facsimile and emailed bids will not be accepted. Please submit two (2) copies of your bid. Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope: BID/ITB Number:. 2012-9-26-01 Title: Computer Support Bid Opening: _December 20, 2012_ Vendor Certification: I, the below signed, hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms,

other Bidder(s) and have not colluded with any other Bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

Signature of Authorized Representative

Title (Typed or Printed)

conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any

Name of Authorized Representative (typed or printed)

Date

CITY OF WILTON MANORS - INVITATION TO BID GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Wilton Manors. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) and/or Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS: The City maintains vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB) will be mailed to all Bidders who have requested to be placed on the applicable vendor mailing list. Requests may also be mailed to unregistered Bidders. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system for and future ITB. If you wish purchase orders to be sent to a different address, please so indicate on your invoice.
- **1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- **1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- **1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions in the space provided in the Bidder Proposal Pages. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the Bidder Proposal Pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
 - By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- **1.07 NO BIDS:** If you do not intend to bid please indicate the reason in the space provided in the ITB such as insufficient time to respond; product or service not offered; unable to meet specifications; schedule would not permit; or any other reason. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the commodity class Item requested in this ITB.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- **2.01 BIDDING DEFINITIONS** The City will use the following definitions in this Invitation to Bid and any other document used in the bidding process:
 - INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 - REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

<u>BID</u> – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER - Person or firm submitting a Bid.

<u>PROPOSER</u> – Person or firm submitting a Proposal.

<u>RESPONSIVE BIDDER</u> – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

<u>RESPONSIBLE BIDDER</u> – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

<u>FIRST RANKED PROPOSER</u> – That Proposer, responding to a City RFP, whose Proposal is deemed by the City to be the most advantageous to the City after applying the evaluation criteria contained in the RFP.

<u>SELLER or CONTRACTOR</u> – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

<u>CONTRACT</u> – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

<u>SERVICE PROVIDER</u> – Successful Bidder or Proposer who is awarded a Contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, Seller; Service Provider or Consultant; and Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in Part VI of this ITB that may be in variance or conflict with these General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the Bidder Proposal Page form provided in this ITB. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked according to the instructions on page 1 of this ITB. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Facsimile (FAX) and emailed bids will not be accepted. Bids will be publicly opened in the City Commission Chambers, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- **3.02 TAXES:** The City of Wilton Manors is exempt from Federal Excise and State of Florida Sales taxes on direct purchase of tangible property. The exemption number for Federal Excise taxes is **59-84-007OK**, and State Sales Tax exemption number is **16-21-196526-54C**.
- **3.03 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Service Provider will furnish the City's needs as they arise.

- 3.04 APPROVED EQUAL: If the technical specifications call for a specific brand name, manufacturer, make, model, or vendor catalog number with acceptance of "APPROVED EQUAL", it shall be for the purpose of establishing a level of quality and/or features that are desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an "Approved Equal". In that the specified make and model represent a level of quality and features desired by the City, the Bidders must state clearly in their bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in his or her bid to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, the bid may be rejected. The City will be the sole judge in determining if the item bid qualifies as an "Approved Equal".
- 3.05 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include minimum, mandatory, or required items. If any Bidder is unable to meet or exceed these items and/or feels that the technical specifications are overly restrictive, the Bidder must notify the Information Technology Manager in the manner specified in Part VI Special Conditions. For questions of a material nature, the Information Technology Manager must receive notification at least seven (7) days before bid due and open date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.
- **3.06 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- **3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Unless otherwise specified, samples may be requested after the date of bid opening and if requested, should be received by the City within seven (7) working days of the request. Samples, when requested, must be furnished free of expense to the City. If not used in testing or destroyed, samples will be returned to the Bidder upon request within thirty (30) calendar days of bid award at the Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a Bid.
- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, the following factors may be considered: estimated useful life; maintenance costs; cost of supplies; labor intensity; energy usage; environmental impact; and residual value. The City reserves the right to use these or any other applicable criteria, in its sole opinion, that will most accurately estimate the total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Wilton Manors encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, the Bidder shall provide adequate documentation so that the City may verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- **3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any or all bids, or parts of bids, and utilize other available governmental contracts if such action is in the City's best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities and/or services specified herein. The City reserves the right to inspect the Bidder's facilities and equipment; to interview the Bidder's personnel; and to take any other action necessary to determine a Bidder's ability to perform. The Information Technology Manager or Designee reserves the right to reject any bid when an inability to perform has been determined by the City through evaluation and or examination of evidence.
- 3.14 BID SECURITY: A bid security must be provided as part of the sealed bid and can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit, in an amount of five percent (5%) of the total bid price, payable to the City of Wilton Manors and conditioned upon the successful Bidder entering into Contract as specified within fifteen (15) days after award of Contract and furnish the necessary documents to the City including, but not limited to: insurance certificates, etc. in the amount stated herein. All bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have a registered agent in

the State of Florida. A Bid Bond shall be written by a Surety licensed to do business in Florida and named in the current list of "Companies" Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" as published in Circular 570(amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

Bid Security of the successful Bidder shall be forfeited to the City of Wilton Manors not as penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to enter into Contract, or fail to comply with any other requirements of the Specifications or of his Proposal. The CITY then may award the Contract to the next lowest and/or most responsive and responsible Bidder, or the Work may be readvertised as the City Commission may deem to be in the best interest of the CITY. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; full execution of contract documents, if required; or any other specified special condition.

- 3.15 PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, Florida Statutes, The Public Records Law). Information and materials received by the City in connection with an ITB response shall be deemed to be public records and subject to public inspection upon notice of an intended decision, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer / Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer / Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records.
- **3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Bidder lists and prohibition from engaging in any business with the City.
- **3.17 LOBBYING:** Proposers, their agents, and associates shall not contact or solicit any City Commissioner, City employee, or official regarding this RFP during any phase of this RFP except as set forth in Section 2-268 of the City's Code of Ordinances. The Code of Ordinances is available for review at www.wiltonmanors.com. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed as the contact person in the specifications shall be contacted.
- 3.18 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, or part of bids, and to waive minor irregularities or variations to specifications contained in bids and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or any such combination as shall best serve the interest of the City.

The City reserves the right to make an award to the lowest, most responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; and the ability of the Bidder to comply with the technical specifications contained within this ITB. The City will comply with Section 2-268(u) of the City's Code of Ordinances which provides a bidding preference for local vendors.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next ranked Bidder or to award a contract to the next ranked Bidder, if that Bidder has successfully provided services to the City in the past. This procedure to continue until a Bidder is selected or the contract is re-bid, at the sole option of the City.

3.19 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state and county laws, and all local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required within this ITB, the Service Provider shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Wilton Manors, Florida, in the face amount specified in the ITB as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Office of the City Clerk thirty (30) days prior to the termination date of the existing Performance Bond. A surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent, must execute the Performance Bond. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Miami-Dade or Palm Beach County) bank acceptable to the City and issued in favor of the City of Wilton Manors, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be, nor shall be deemed to be, in the nature of liquidated damages nor is it intended to limit the liability of the Service Provider to the City in the event of a material breach of this Agreement by the Service Provider.

4.02 INSURANCE: If the Service Provider is required to go on to City property to perform work or services as a result of ITB award, the Service Provider shall assume full responsibility and expense to obtain all necessary insurance as required by the City or specified within this ITB.

The Service Provider shall provide to the Risk Manager original certificates of coverage. The Service Provider must receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Service Provider's insurance will be subject to the approval of the City's Risk Manager. The certificates of coverage must list the City as an <u>ADDITIONAL INSURED</u> and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his or her bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered or services to be rendered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Bidder's expense. Any non-compliance resulting in contract termination for cause; or delivery of items not conforming to specifications; or late delivery may also result in:
 - Bidder's name being removed from the City's Bidders mailing list;
 - All City Departments being advised to refrain from doing business with the Bidder; and/or
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to this ITB award shall remain the property of the Bidder until the City has made a physical inspection of the material and said material has been accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB; be of the required quality; and be new; and be of the latest applicable technology. All shipping containers shall be suitable for storage and shipment by common carrier, and all bid prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting required

- specifications will be returned at the Bidder's expense. The City will make payment only after receipt and acceptance of materials or services by the City.
- **5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970, as amended, and shall be in compliance with Chapter 442, Florida Statutes. A completed Material Safety Data Sheet (MSDS) must accompany any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order.
- **5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that any material or equipment supplied will be 100% asbestos free.
- **5.05 OTHER GOVERNMENTAL ENTITIES:** If awarded a contract as a result of this ITB, the Bidder will, if he/she has sufficient capacity or quantities available, provide to other requesting governmental agencies the products or services awarded in accordance with the terms and conditions of this ITB and the resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Service Provider as a result of any discussions with any City employee. Only those communications that are in writing from an authorized City representative may be considered. The City will recognize only written communications from Service Providers, which are assigned by a person designated as authorized to bind the Service Provider, as duly authorized expressions on behalf of Service Providers.
- 5.07 INDEPENDENT CONTRACTOR: The Service Provider is an independent contractor under this Agreement. Personal services provided by the Service Provider shall be by employees of the Service Provider and subject to supervision by the Service Provider, and shall not be considered officers, employees or agents of the City. Personnel policies, Federal and State tax responsibilities, Social Security taxes, health insurance, employee benefits, purchasing policies (unless otherwise stated in this ITB), and other similar administrative procedures applicable to services rendered under this contract shall be those of the Service Provider and shall represent the Service Provider's responsibility.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Service Provider agrees to protect, defend, indemnify, and hold harmless the City of Wilton Manors and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Service Provider under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE: If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Service Provider shall violate any of the provisions of this Agreement, the City may upon written notice to the Service Provider, terminate the right of the Service Provider to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Service Provider liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Service Provider under this Agreement shall, at the option of the City, become the City's property and the Service Provider shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Service Provider, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Service Provider, and the City may withhold any payment to the Service Provider for the purpose of setoff until such time as the amount of damages due to the City from the Service Provider can be determined.
- **5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel any contract awarded by giving written notice to the Service Provider thirty (30) days prior to the effective date of such cancellation.
- **5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Service Provider is limited to the availability of funds appropriated in a current fiscal year, and continuation of the

contract into a subsequent fiscal year is subject to appropriation of funds, unless otherwise authorized by law. The City's fiscal year begins on October 1st and ends on September 30th.

- **5.12 RECORDS/AUDIT:** The Service Provider shall maintain during the term of the contract all accounting records and reports in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City. The Service Provider agrees to make available to the City, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- **5.13 PERMITS, TAXES, LICENSES:** The successful Service Provider shall, at his or her own expense, obtain all necessary permits, and shall pay all licenses, fees and taxes required to comply with all Federal, State, local and municipal laws, ordinances, rules and regulations applicable to business to be carried out under this contract.
- **5.14 LAWS/ORDINANCES:** The Service Provider shall observe and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- **5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in any operations conducted pursuant to this contract. Service Provider shall comply with the provisions of Section 2-269(2) of the Wilton Manors Code of Ordinances. Service Provider shall require that all subcontractors comply with Section 2-269(2) of the Wilton Manors Code of Ordinances.
- **5.16 EQUAL EMPLOYMENT OPPORTUNITY**: The City of Wilton Manors, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.
- **5.17 AMERICANS WITH DISABILITIES ACT:** The City Commission of the City of Wilton Manors, Broward County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the City's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.
- 5.18 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm, or adjustments are restricted by a percentage or a Consumer Price Index cap, and unusual circumstances that could not have been foreseen by either party to the contract occur and those circumstances significantly affect the Service Provider's cost in providing the required items or services, then the Service Provider may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Service Provider, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
 - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Service Provider with no penalty to the City. The Service Provider shall fill all City requirements submitted to the Service Provider until the termination date contained in the notice.
 - 2. The City can require the Service Provider to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 - 3. If the City, in its interest and in its sole opinion, determines that the Service Provider in a capricious manner has attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances have occurred, then the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Service Provider in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Service Provider receives notice in writing signed by a person authorized to bind the City in such matters.

- **5.19 ELIGIBILITY:** If applicable, the Service Provider must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- **PUBLIC ENTITY CRIMES:** In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or vendor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.21 PATENTS AND ROYALTIES: The Service Provider, without exception, shall indemnify and hold harmless the City and its employees from liability of any nature and kind, including, but not limited to, costs and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Service Provider uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- **ASSIGNMENT:** Service Provider shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and any monies that may become due hereunder, are not assignable except with the prior written approval of the City Manager.
- **5.23 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Broward County, Florida, and that all litigation between them in the Federal courts shall take place in the Southern District in and for the State of Florida.

PART VI - SPECIAL CONDITIONS

- **6.01 PURPOSE:** The City of Wilton Manors is actively seeking bids from qualified Bidders, hereinafter referred to as the Service Provider, **to provide computer maintenance services** to the City in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- **INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this ITB, contact Kathryn Sims, City Clerk at (954) 390-2123. For information of a technical nature, contact **Russell Hopkinson**, IT Manager, at (954) 390-2179. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum from the City.
- 6.03 QUESTIONS AND ADDENDUM: Any questions that Bidders wish to have addressed and which might require an addendum must be submitted to the City in writing at least seven (7) days prior to bid due and open date. If required, a written addendum will be issued within two (2) days to all Bidders who have received a copy of this Invitation to Bid (ITB). To facilitate receipt of questions, they may be sent via FAX to (954) 390-2199, ATTENTION: Russell Hopkinson, IT Manager, or by e-mail to rhopkinson@wiltonmanors.com. PLEASE NOTE: No portion of your bid response can be sent via facsimile (FAX) or electronic email.
- **SITE VISIT:** A **MANDATORY** pre-bid conference, will be held at Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305 on Thursday, October 18, 2012 at 2:00 p.m., allowing Bidders to inspect the location and equipment to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the Bidder has familiarized him/herself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.
- **6.05 COMPETENCY OF BIDDERS:** Bids shall be considered only from firms that have been continuously engaged in providing products or services similar to those specified herein for a reasonable period and that are presently

engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

- **PERFORMANCE:** It is the intention of the City to purchase services and/or products as specified herein from a source of supply that will give prompt and convenient shipment and service. Any failure of a successful Bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to make purchases from other sources, when necessary, should a successful Bidder be unable to supply services and/or products on a timely basis and such delay may cause harm to the affected City department or to City residents.
- **CONTRACT TERM:** The contract term is for one (1) year. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing all the terms, conditions, and specifications remain the same, and such extension is approved by the City.
- **PRICE:** Bidder will quote a fixed cost on the Bidder Proposal Page for the services listed in Part VII Technical Specifications/Scope of Services. Pricing shall include all labor costs associated with the project including, but not limited to, personnel salaries, benefits and supervision.
- **6.09 COST ADJUSTMENTS:** Costs for all services purchased under this contract shall remain fixed with no cost adjustments
- **6.10 WARRANTY OF USAGE:** The items and quantities listed on the Bidder Proposal Page represent the City's estimate of plant species to be purchased. The City, for tabulation and award purposes, will also use the items and quantities listed Bidder Proposal Page. However, no warranty is given or implied as to the actual items and/or dollar amount that will be purchased.
- **6.11 EVALUATION/AWARD:** Award will be made to the lowest, most responsive, responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. The City will comply with Section 2-268(u) of the City's Code of Ordinances which provides a bidding preference for local vendors. The City reserves the right to compare specific items, at its discretion, to determine the low responsible Bidder. The City may elect to make two separate bids for the two scopes of services as listed. Tie bids will be decided by the City Manager whose decision will be final. It is anticipated that an award will be made within 30 days of bid opening. A copy of the bid tabulation will be sent to any Bidder who provides a self-addressed, stamped envelope with their bid.
- **INSURANCE:** The Service Provider shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability Insurance. Any costs for adding the City as "Additional Insured" will be at the Service Provider's expense.

Workers' Compensation & Employer's Liability Insurance

Limits: Workers' Compensation: Statutory

Employer's Liability: \$100,000.00

Commercial General Liability Insurance

Limits: Combined Bodily Injury/Property Damage: \$500,000.00

Comprehensive Automobile Liability - Owned, Leased and Hired Vehicles

Limits: Combined Bodily Injury/Property Damage: \$300,000.00

A copy of any <u>current</u> Certificate of Insurance should be included with your bid. In the event that you are the successful Bidder, you will be required to provide a Certificate naming the City as an "Additional Insured".

6.13 GENERAL CONDITIONS: Except as noted in the Special Conditions (Part VI) or Technical Specifications/Scope of Services (Part VII), all terms and conditions of the general conditions contained within this ITB are included by reference.

PART VII – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

7.01 SCOPE OF SERVICES will consist of the following items:

- A. The Service Provider will work closely with City Staff across all departments, under the direction and supervision of the City IT Manager.
- B. Service provider will provide reports to the IT Manager which details the City's needs analysis. Reports should include the status of all current and planned project implementations as they relate to the City's strategic technology plan.
- C. Service provider will meet with City Staff as required and/or requested and provide timely updates to ongoing projects.
- D. Service provider will be required to review and provide solutions for technical projects. These solutions will be considered part of the normal services provided by the Service provider. The IT Manager will require that the service provider provide alternative and cost saving solutions for all technical projects when possible. The service provider will attend third party meetings in reference to technical projects and provide the IT Manager with verbal and written opinions and suggestions.
- E. Service provider must be experienced with Windows XP, Windows 7, Windows 2003 Server, Windows 2008 Server, Microsoft Exchange 2003/2007/2010, Microsoft SQL Server 2000/2005/2008, NetMotion, OSSI (MCT & RMS, CAD), in-car video systems, and desktop/laptop image creation and maintenance in a public safety environment using VPN applications in a wireless (WWAN) environment. The service provider must also have experience in mobile data applications and configurations in a City and Police environment. The service provider should also be experienced with mobile data deployments, servicing, and support. The City may require expertise in additional applications as needed.
- F. Service provider will provide additional technician(s) on an as-needed basis during peak demand periods. The Service provider will be responsible for providing proper training and management of their personnel.
- G. All Service provider personnel must meet strict Police background requirements, as well as all current requirements set forth by the State of Florida Department of Law Enforcement Criminal Justice Information Systems (CJIS) Security Policy. Additional requirements may be required as a condition of accessing sensitive data and applications.
- H. Service provider must be proficient in support of applications for Law Enforcement personnel through a Virtual Private Network over a wireless (WWAN) infrastructure in a Microsoft Windows Environment.
- I. Service provider must be available by cell phone with a 30-minute call back response time including weekends, off-hours, and holidays. Service provider will notify the IT Manager of unforeseen emergencies which would delay a service call or scheduled appointments. Service provider will also respond when needed as indicated in line (L).
- J. Service provider will coordinate with third party vendors and computer support vendors as directed by the IT Manager.
- K. Service provider will handle any warranty process with third party vendors and assist with the process of determining if a hardware or software failure is covered under warranty with the third party vendor. Service provider will troubleshoot with third party vendors as required to receive proper warranty service. Examples of such vendors include, but are not limited to: Oracle, Dell, HP, Verizon, NetMotion Wireless, and OSSI.
- L. Service provider will respond to service requests within 4 hours of normal service request. Service provider must be aware that service is provided 24 hours a day, 7 days a week as required. The City also requires a uniform hourly rate for all services. Service provider will be required to respond after hours, weekends, and holidays at that same rate.
- M. Service hours for Support are 24x7, including holidays. Service hours for meetings and conference calls will be Monday through Friday, 9:00 a.m. through 6:00 P.M. or as directed by the IT Manager.
- N. Service provider will provide timely technical expertise to City staff in the most cost effective manner.
- O. Service provider will provide user training as required for desktops, laptops, and applications.
- P. Service provider will provide solutions for emergency relocation of data systems for events like hurricanes or other events where the main police building or city hall are unusable. Service provider should have experience in mobile data relocation services in a police environment.
- Q. Service provider will make recommendations to ensure standardization in equipment, operating systems, and applications.

- R. Service provider will make recommendations concerning the procurement of computer equipment and supplies, assist City staff in obtaining the best available pricing, and help ensure timely delivery and documentation of computer equipment and supplies.
- S. Service provider will assist City staff with business involving third party vendors as required.
- T. Service provider will maintain existing and future mobile data computer equipment including, but not limited to: Servers, Desktops, Laptops, Printers, Enterprise Networks and Networking Equipment.
- U. Service provider will assist in maintaining a fixed assets database listing of all current mobile data computer equipment and software.
- V. Service provider will evaluate and recommend implementations of internal and external security policies and procedures to include, but not be limited to, software and hardware updates, firewall policies, and security policies; and implement and maintain same upon approval of the IT Manager.
- W. Service provider will perform first level support of OSSI Mobile Data Terminal and Field Reporting applications, and interface with the OSSI vendor as needed for second level support.
- X. Service provider will perform support and modifications to NetMotion as needed. The City will maintain a support contract for upper level support.
- Y. Service provider will perform support and make modifications to firewall rules as needed to support the mobile data solution. The City will maintain a support contract for upper level support.
- Z. In consultation with City IT staff, the Service provider will perform modifications to Active Directory users, computers, and group policy as needed for mobile data solutions.
- AA. Service provider will evaluate systems to ensure compliance by the City's Police Department and its contractors with all Florida Department of Law Enforcement Criminal Justice Information Services security policies, procedures, and practices.
- BB. Service provider will evaluate and recommend improvements for applications and functionality provided to mobile laptop users. Implement and maintain same upon approval of the IT Manager.
- CC. Service provider will provide liability insurance as required by the City and carry the city as a named insured.
- DD. Service provider will be familiar with Commission for Florida Law Enforcement Accreditation Standards.

7.02 CITY TO PROVIDE:

- A. During normal departmental work hours, the City will provide <u>access to the offices and computer workstation</u> where work is required.
- B. All work requests will be coordinated through the City IT Manager. The IT Manager will also coordinate Service Provider recommendations and communications with the all departments and Directors.

PART VIII - PERFORMANCE EVALUATION AND MONITORING

8.01 DISPUTE RESOLUTION:

Any disputes pertaining to this bid between the City of Wilton Manors and the Bidder shall be settled internally with the appropriate City staff making the final decision using the following protocol: 1.) IT Manager; 2). Assistant City Manager; 3). City Manager.

The Finance Director shall be present and included during any dispute resolution meetings pertaining to this Bid. If a dispute can not be resolved through the protocol set forth in this section, the dispute shall be brought to a court of competent jurisdiction. The Venue shall be in Broward County and the laws of Florida shall be controlling.

BIDDER PROPOSAL PAGE

BIDDER NAME:	_	
BIDDER CONTACT PERSON:	_	
The Bidder proposes to furnish all products and services per the specifications below. Please print or type all responses and attach additional sheets if necessary.	indicated ab	ove for the price listed
ANNUAL COMPUTER SUPPORT – NORMAL OPERATING HOURS. See Sections	7.01(I), 7.01	(L) and 7.01(M).
NETWORK SUPPORT	\$	per hour (A)
CITY'S ESTIMATE OF ANNUAL NETWORK SUPPORT HOURS	X	100 hours (B)
ANNUAL TOTAL FOR NETWORK SUPPORT – (A) times (B)	\$	(C)
PC SUPPORT	\$	per hour (D)
CITY'S ESTIMATE OF ANNUAL PC SUPPORT HOURS	X	208 hours (E)
ANNUAL TOTAL FOR PC SUPPORT – (D) times (E)	\$	(F)
TOTAL ANNUAL COMPUTER SUPPORT (C) plus (F)	<u>\$</u>	
ANNUAL COMPUTER SUPPORT – AFTER HOURS (if different). See Sections 7.0	01(G) and 7.0)1(H).
NETWORK SUPPORT	\$	per hour
PC SUPPORT	\$	per hour
Have you made a site visit?YesNo		
How soon after award can you begin work? Days		

Provide a minimum of three references for whom, you have performed similar work:							
((1) Company Name:						
,	Address:						
(Contact Name:	_Telephone:					
((2) Company Name:						
,	Address:						
(Contact Name:	_Telephone:					
((3) Company Name:						
,	Address:						
(Contact Name:	_Telephone:					
Number	of years experience the Bidder has had in providing simil	lar services:Years					
Have you	u ever failed to complete work awarded to you?	If so, where and why?					
-							
-							
List any	licenses, permits or certifications, etc., you hold for perform	rming this type of work:					
-							
-							

The Bidder understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

CHECK LIST:	
	HAVE YOU INCLUDED FIVE (5) COPIES OF YOUR BID?
	ARE ALL SPACES FILLED IN ON THE BIDDERS PROPOSAL PAGE

NON-COLLUSIVE AFFIDAVIT

State	e of)
Cour	nty of)
	being first duly sworn, deposes and says that:
(1)	He/she is the,(Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the
	attached Bid;
(2)	He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said Ridder nor any of its officers partners owners agents representatives

- (4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure trough 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:		
	_ By:	
(Printed Name)	_	(Title)
STATE OF FLORIDA		
COUNTY OF		
SWORN TO and subscribed	before me this 	_ day of, 2012, by
	NOTARY PL	JBLIC
Personally known, or Produced Identification		
Type of ID Produced		

BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUB	MITTED	TO: City of Wilton Manors (C	City Clerk)
ADD	RESS:	2020 Wilton Drive Wilton Manors, Florida	33305
			CIRCLE ONE
NAM ADD	MITTED IE: RESS: ICIPAL (Corporation Partnership Individual Other
1.		•	name of the partnership, corporation, trade or and the address of the place of business.
The	correct n	ame of the Bidder is:	
The a	address (of the principal place of business is:_	
2.	If Bidde	er is a corporation, answer the followi	ng:
	b. c. d. e. f.	Date of Incorporation: State of Incorporation: President's name: Vice President's name: Secretary's name: Treasurer's name: Name and address of Resident Agen	t:
3.	If Bidde	er is an individual or a partnership, an	swer the following:
	a.	Date of organization:	

b.	Name, address and ownership units of all partners:
C.	State whether general or limited partnership:
	der is other than an individual, corporation or partnership, describe the organization and the name and address of principals:
	der is operating under a fictitious name, submit evidence of compliance with the Florida ous Name Statute.
How a.	many years has your organization been in business under its present business name? Under what other former names has your organization operated?
profe	ate registration, license numbers or certificate numbers for the businesses or ssions which are the subject of this Bid. Please attach certificate of competency and/or registration.
Have why?	you ever failed to complete any work awarded to you? If so, state when, where and
indivi perfo	the names, telephone numbers and last known addresses of three (3) owners, duals or representatives of owners with the most knowledge of work which you have rmed or goods you have provided, and to which you refer (government owners are rred as references).

(name)	(address)	(pnone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)
List the pertine sheet, if necess	•	ey individuals of your organization (continue on insert

11. State the name of the individual who will have personal supervision of the work:

10.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)	

NON-DEBARMENT AFFIDAVIT

Being first duly sworn, deposes and says that:	
He/She is of the Proposer ("Proposer") that he submitted the attached Bid. By offering a submission to this Bid, the Proposer certifies and affirm that to the best of his/her knowledge and belief, that:	has rms
1. The Proposer is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction of any Federal, state or local agen and	
2. The Proposer has not within a three-year period preceding this proposal been convicted of or ha civil judgment rendered against them for commission of fraud or a criminal offense in connect with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction contract under a transaction; violation of Federal or State antitrust statutes or commission embezzlement, theft, forgery, bribery, falsification or destruction of records; making fa statements; or receiving stolen property; and	tion n or n of
3. The Proposer is not presently indicted for or otherwise criminally or civilly charged by governmental entity (Federal, State or local) with commission of any of the offenses enumerated paragraph 2 of this affidavit; and	
4. The Proposer has not within a three-year period preceding this proposal had one or more put transactions (Federal, State or local) terminated for cause or default; and	blic
5. The Proposer will submit a revised Debarment Affidavit immediately if the status changes.	
If the Proposer cannot certify that he/she is not debarred, he/she shall provide an explanation withis submittal. An explanation will not necessarily result in denial of participation in a contract.	act.

(This space intentionally left blank)

Check here if an explanation	is attached to this affidavit.		
	By:		
	Print Name:	<u> </u>	
	Title:		
	Date:		
STATE OF FLORIDA COUNTY OF			
Sworn to and subscribe	ed before me this day of	, 2012,	by
	·		
	Signature of Notary Public		
Personally known, or Produced Identification			
Type of ID Produced			

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	 ,	2012,	by
	Signa	ture of	Notar	y Publ	lic				
Personally known, or Produced Identification									
Type of ID Produced									

DRUG FREE WORKPLACE CERTIFICATION BY PROPOSER

The undersigned Bidder hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying the City of Wilton Manors, Florida in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Proposer's Signature)	(Company Name)	_	
(Print Name)	(Address)		
STATE OF FLORIDA COUNTY OF			
The foregoing instrument wa	s acknowledged before me this	day of	, 2012, by
(individual name)	, in their capacity as	(title)	of (company
name)			
	Signature of Notary Public		
Personally known, or Produced Identification			
Type of ID Produced			